



CITY OF
FORESTPARK

**CITY OF FOREST PARK
CITY COUNCIL WORK SESSION MEETING**

Monday, March 16, 2026 at 6:00 PM
Forest Park City Hall | Council Chambers
745 Forest Parkway, Forest Park, GA 30297

The Honorable Mayor Gwen W. Ellison
The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears
The Honorable Delores A. Gunn
The Honorable Latresa Akins-Wells
Latosha Clemons, Interim City Manager
Vanessa Holiday, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

Council Meetings will be live-streamed and available on [Forest Park's YouTube Channel](#)

- I. **CALL TO ORDER/WELCOME**
- II. **ROLL CALL - CITY CLERK**
- III. **ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS**
- IV. **ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS**
- V. **CONSENT AGENDA**
 1. **Council Discussion of 2nd Annual Renewal for Sound Equipment Services with Digital World Live - Recreation and Leisure**

Background/History:

The Recreation and Leisure Services Department requests to execute its 2nd and final annual renewal option for the sound equipment services contract with Digital World Live under the same prices, terms, and conditions. This vendor will continue to provide sound equipment and technician services for 15 city events. These events include (4 Fun Fridays, Forest Park Day, Hispanic Heritage Celebration, 3 Ultimate Tailgate Experiences, Fall Festival, Summer Soul Fest, and any other festival that are planned by the Recreation and Leisure Services Department).

ANNUAL TOTAL: \$77,850.00 – General Operation Fund: 100-41-6190-53-1118

2. **Council Discussion of 1st Annual Renewal for On-Call Electrical Services and Repair with Mr. Dee's Electric Service, LLC, Shalom Visionary Strategies, and Capital City Electrical Services, LLC - Public Works**

Background/History:

The Public Works Department is looking to execute its 1st annual renewal option with three (3) electrical firms for an as-needed electrical services and repairs for City-owned facilities. The specific scope of work will be negotiated and assigned by Task Order(s) amongst the following contractors: .Dee's Electric Service, LLC; Shalom Visionary Strategies; and Capital City Electrical Services, LLC

3. **Purchase New Lifepaks & Lucas and Renew Annual Maintenance Services Contract with Stryker - Fire/EMS**

Background/History:

The Forest Park Fire & EMS Department relies on Lifepak cardiac monitors and LUCAS mechanical chest compression devices as critical; lifesaving equipment used in emergency medical responses. These devices require regular inspection, maintenance, software updates, battery replacement, and access to manufacturer-approved parts to ensure reliability, accuracy, and compliance with applicable safety standards.

The City currently maintains an annual maintenance and service agreement with Stryker, the sole authorized manufacturer and service provider for Lifepak and LUCAS equipment. Stryker offers this agreement through the Sourcwell cooperative contract #041823-STY, which provides comprehensive coverage, including parts and labor, annual preventative inspections, battery replacement, equipment servicing, and replacement of worn or failed components.

Renewal of the annual service contract ensures uninterrupted maintenance support, extends the useful life of the equipment, minimizes operational downtime, and supports the Fire & EMS Department's ability to deliver timely and effective emergency medical services to the community. Staff recommend approval to purchase new Lifepaks & Lucas equipment and renew the annual maintenance services contract with Stryker to ensure continued operational readiness and patient safety for up to five (5) annual terms totaling \$370,193.43.

VI. **NEW BUSINESS**

4. **Council Discussion of Special Facility Usage Request - Kiwanis Stadium - Recreation and Leisure**

Background/History:

The Georgia Mass Band has rented the football stadium every Thursday and Friday from 5:30p-8:30p between the months of May and July since 2024. The Georgia Mass Band was founded in 2016.

5. **Council Discussion of Special Facility Usage Request - Recreation Center Gymnasium - Recreation and Leisure**

Background/History:

The United Way of Greater Atlanta is looking to host a Maternal Health Expo that will feature different types of educational vendors. This event is free to participate and free to attend. This expo will serve as a vital community hub where families can access resources and a supportive network dedicated to ensuring every mother and birthing person thrives.

6. **Council Discussion of Special Facility Usage Request - 696 Main Street (Leonard Hartsfied Sr Community Center) - Recreation and Leisure**

Background/History:

District 1 Commissioner Ms. Reaves would like to use the 696 Main Street facility to host a district meeting. Some of Forest Park residences are within district 1. This meeting will be held on 4/2/26 from 5:30pm-8pm.

7. **Council Discussion and Approval to enter into a new contract for Ambulance EMS Billing Collections Services with Trinity EMS Consultants - Fire/EMS**

Background/History:

Since 2022, The Fire and EMS Department has partnered with Trinity EMS Consultants (TEMS) to provide patient billing collection services. This is a revenue-generating contract, and TEMS receives 6% monthly fee of total collections. They will continue to offer a customer-based service that is easy to work with for our patients and carry out our billing for ambulance transport. Additionally, they provide training to our crews and administration on how to maximize the information gathered for ease of billing. We have had a higher return in billing collections and overall customer satisfaction with TEMS. This will be an annual contract with four (4) annual renewal options.

8. **Council Discussion and Approval of a contract with Carahsoft Technology Corp for the OpenGov System. - Finance**

Background/History:

The City of Forest Park utilizes the OpenGov system to support the centralized management of key financial, procurement, and operational functions. These functions include citywide budgeting, procurement e-solicitations, contract administration, and records management for goods, services, and project requests.

The OpenGov platform also supports public-facing services, including business license and property tax processing, and provides asset management capabilities used daily by multiple departments. The system helps ensure fiscal accountability, operational efficiency, and compliance with applicable policies and reporting requirements.

Continued access to system maintenance, technical support, and software updates is essential to support the operations of the Finance Department, the Procurement Division, and all user departments that rely on the platform for daily activities.

The Finance Department is requesting approval to piggyback on NASPO Cooperative Contract No. AR2472 with Carahsoft Technology Corp. This contract was competitively solicited and awarded in accordance with procurement standards. Approval of this item will allow the City to continue these services without disruption to the collection of business licenses, property taxes, and other critical financial and operational services.

9. **Council Discussion of FY2025/2026 General Fund Budget Amendment - Finance**

Background/History:

Agenda Item – Budget Amendments (Finance Department)

The Finance Department respectfully submits the following budget amendment for Council consideration. These adjustments are part of the Department's proactive financial

management practices and quarterly budget review process, which ensure accurate reporting, compliance with adopted budgetary standards, and alignment of departmental appropriations with actual operational activity.

The proposed amendment reflects responsible financial stewardship and supports the City's continued commitment to maintaining fiscal stability through regular monitoring, forecasting, and timely budget adjustments.

Background / Discussion

As part of its ongoing fiscal oversight responsibilities, the Finance Department conducts quarterly reviews of departmental revenues and expenditures. This process ensures financial activity remains consistent with approved appropriations, operational priorities, and established internal controls.

These reviews allow for:

- Timely identification of variances between budgeted and actual activity
- Realignment of appropriations to reflect operational needs
- Compliance with budgetary and accounting standards
- Transparent and accurate financial reporting

The amendment presented is routine in nature and does not increase the overall adopted budget. Rather, it reallocates existing funds to better align with current spending patterns and projected needs through fiscal year-end.

The adjustment is supported by surplus revenue of **\$437,780** and ensures that departmental budgets remain properly aligned with operational activity while preserving overall fiscal integrity. The change of amendment is **\$43,825,857 to \$44,263,641**.

VII. OLD BUSINESS

VIII. EXECUTIVE SESSION

Personnel, Litigation, Real Estate or CyberSecurity: OCGA is §50-14-1

IX. ADJOURNMENT

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.



City Council Agenda Item

Subject: Council Discussion and Approval of 2nd Annual Renewal for Sound Equipment Services with Digital World Live – Procurement/Recreation and Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: March 9, 2026

Work Session Date: March 16, 2026

Council Meeting Date: March 16, 2026

Background/History:

The Recreation and Leisure Services Department is looking to execute its 2nd and final annual renewal option for the sound equipment services contract with Digital World Live under the same prices, terms, and conditions. This vendor will continue to provide sound equipment and technician services for 15 city events. These events include (4 Fun Fridays, Forest Park Day, Hispanic Heritage Celebration, 3 Ultimate Tailgate Experiences, Fall Festival, Summer Soul Fest, and any other festival that are planned by the Recreation and Leisure Services Department).

ANNUAL TOTAL: \$77,850.00 – General Operation Fund

Cost: \$ 77,850.00

Budgeted for: ☒ Yes ☐ No

Financial Impact:

This item is budgeted for the FY26 budget year

Action Requested from Council:

Approval to renew the contract with the awarded vendor Digital World Live for the 2nd and final renewal option.

From: [Henry Nesbitt](#)
To: [Yazmin Huerta](#)
Cc: [Tarik Maxwell](#); [Talisa Adams](#); [John Wiggins](#); [Jeremi Patterson](#)
Subject: Re: Annual Renewal Request for Sound Equipment Services Contract
Date: Friday, February 27, 2026 1:28:59 PM
Attachments: [image001.png](#)
[image005.png](#)
[image002.png](#)
[image004.png](#)
[image003.png](#)
[image006.png](#)

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Hi Yazmin,

This email confirms that Digital World agrees to exercise the second annual renewal option for the sound equipment services contract under the current price, terms, and conditions.

For any future renewals beyond this period, I would like to discuss adding a 3-5% increase on labor costs.

Regards,

Henry Nesbitt

Regards,

Henry Nesbitt

470.723.4888

WWW.DIGITALWORLDLIVE.NET

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On Fri, Feb 27, 2026 at 9:43 AM Yazmin Huerta <yhuerta@forestparkga.gov> wrote:

Good morning, Mr. Nesbitt,

The awarded contract with Digital World is due to expire on June 30,2026; therefore, the city is requesting to exercise the 2nd annual renewal option under the same price, terms and conditions, as specified in the contract.

nd

Please confirm receipt of this email and agreement to exercise the 2nd renewal option, so we can proceed with obtaining Council's approval prior to the contract's expiration date.

Thanks,



Yazmin Huerta

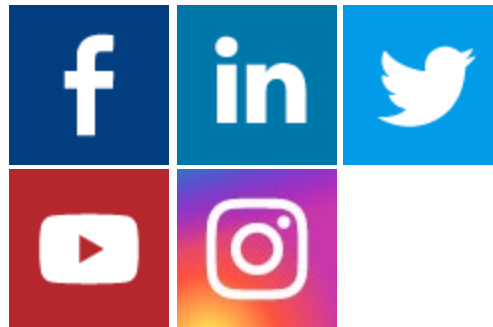
Assistant Procurement Agent

City of Forest Park

Phone: (404) 366-4720 ext:340

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FORESTPARK [745 Forest Parkway | Forest Park, GA 30297](https://www.forestparkga.gov)

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yhuerta@forestparkga.gov



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City Council Agenda Item

Title of Agenda Item: Council Approval of 1st annual renewal for On-Call Electrical Services and Repair with Mr. Dee's Electric Service, LLC, Shalom Visionary Strategies, and Capital City Electrical Services, LLC: Procurement/Public Works

Submitted By: Procurement

Date Submitted: 3-9-2026

Work Session Date: 3-16-2026

Council Meeting Date: 3-16-2026

Background/History:

The Public Works Department is looking to execute its 1st annual renewal option with three (3) electrical firms for an as-needed electrical services and repairs for City-owned facilities. The specific scope of work will be negotiated and assigned by Task Order(s) amongst the following contractors: .Dee's Electric Service, LLC; Shalom Visionary Strategies; and Capital City Electrical Services, LLC

Estimated Annual Amount: \$60,000.00 General Fund – Various Departments

Action Requested from Council: Approval of 1st annual renewal with the awarded vendors: Mr. Dee'e Electric Service, LLC, Shalom Visionary Strategies, and Capital City Electrical Services, LLC for On-Call Electrical Services and Repair (Annual Contract)

Cost: \$ 60,000.00

Budgeted for: X Yes No

Financial Impact: General Fund – Various Departments

From: [Dekerri Lunsford](#)
To: [Yazmin Huerta](#)
Cc: [Kimberly Lunsford](#); [Talisa Adams](#); [Jeremi Patterson](#); [John Wiggins](#); [Alton Matthews](#)
Subject: Re: Annual Renewal Request for On-Call Electrical Services and Repair
Date: Wednesday, March 4, 2026 9:11:56 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image006.png](#)
[image002.png](#)
[image004.png](#)
[image003.png](#)
[image005.png](#)
[image001.png](#)

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Hi Yazmin,

Received. We agree to exercise the 1st renewal option.

Thanks

Dekerri Lunsford - President

Mr. Dee's Electric Service LLC

144 Bellamy Place, Stockbridge, Ga 30281

710 N Jefferson St, Albany, Ga 31701

PH. 770-500-4469 EXT 1002 - 229-573-7368 EXT 1002
Fax. 470-878-0092

Deuteronomy 31:6



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On Wed, Mar 4, 2026, 8:41 AM Yazmin Huerta <yhuerta@forestparkga.gov> wrote:

|

Good morning, Mr. Lunsford,

The awarded contract with Mr. Dee's Electric Service LLC is due to expire on June 30, 2026; therefore, the city is requesting to exercise the 1st annual renewal option under the same price, terms and conditions, as specified in the contract.

Please confirm receipt of this email and agreement to exercise the 1st renewal option, so we can proceed with obtaining Council's approval prior to the contract's expiration date.

Thanks,



CITY OF
FORESTPARK

Yazmin Huerta

Assistant Procurement Agent
City of Forest Park

Phone: (404) 366-4720 ext:340

Mobile: (470) 815- 0584

[745 Forest Parkway | Forest Park, GA 30297](https://www.forestparkga.gov)

www.forestparkga.gov |
yhuerta@forestparkga.gov



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From: [Sarina Bell](#)
To: [Yazmin Huerta](#)
Cc: shalom.valerieb@gmail.com; [Talisa Adams](#); [Alton Matthews](#); [John Wiggins](#); [Jeremi Patterson](#)
Subject: Re: Annual Renewal Request for On-Call Electrical Services and Repair
Date: Wednesday, March 4, 2026 8:43:36 AM
Attachments: [image002.png](#)
[image003.png](#)
[image006.png](#)
[image005.png](#)
[image001.png](#)
[image004.png](#)

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Hello Yazmin,

Yes, we confirm receipt and agree to exercise the 1st renewal option.

Regards,

Sarina Bell - Project Director
Shalom Visionary Strategies
Main: 404-791-0005

On Wed, Mar 4, 2026 at 8:30 AM Yazmin Huerta <yhuerta@forestparkga.gov> wrote:

Good morning, Ms. Bell,

The awarded contract with Shalom Visionary Strategies LLC is due to expire on June 30, 2026; therefore, the city is requesting to exercise the 1st annual renewal option under the same price, terms and conditions, as specified in the contract.

Please confirm receipt of this email and agreement to exercise the 1st renewal option, so we can proceed with obtaining Council's approval prior to the contract's expiration date.

Thanks,

Yazmin Huerta

Assistant Procurement Agent
City of Forest Park



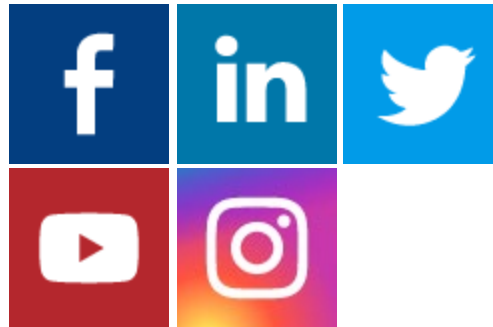
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FORESTPARK

Phone: (404) 366-4720 ext:340

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yhuerta@forestparkga.gov



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From: [Chris Wells](#)
To: [Yazmin Huerta](#); [Jeff Sutton](#)
Cc: [Talisa Adams](#); [John Wiggins](#); [Jeremi Patterson](#); [Alton Matthews](#)
Subject: RE: Annual Renewal Request for On-Call Electrical Services and Repair
Date: Monday, March 9, 2026 9:50:44 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

CAUTION: This email originated from outside of the organization. Please use caution when interacting with this email.

Yazmin,

We approve the renewal at the same terms as before. Please send over the documents needing signatures and we will get it back to you today.

Chris Wells

Senior Account Manager/Estimator

1346 Oakbrook Drive Suite 170A Norcross, GA 30093

Office-770-821-6099

Cell-404-503-8909

Capital City Electrical Services

From: Chris Wells
Sent: Monday, March 9, 2026 9:38 AM
To: Yazmin Huerta <yhuerta@forestparkga.gov>; Jeff Sutton <Jeff.sutton@ccelect.com>
Cc: Talisa Adams <tadams@forestparkga.gov>; John Wiggins <jwiggins@forestparkga.gov>; Jeremi Patterson <JPatterson@forestparkga.gov>; Alton Matthews <amatthews@forestparkga.gov>
Subject: RE: Annual Renewal Request for On-Call Electrical Services and Repair

I apologize for the delay in responding. I was out and totally my fault. I will get that to you today.

Please be advised that Jeff's email is spelled with (2) T's. I copied the correct address in the email.

Chris Wells

Senior Account Manager/Estimator

1346 Oakbrook Drive Suite 170A Norcross, GA 30093

Office-770-821-6099

Cell-404-503-8909

Capital City Electrical Services

From: Yazmin Huerta <yhuerta@forestparkga.gov>

Sent: Monday, March 9, 2026 9:23 AM

To: Chris Wells <chris.wells@ccelect.com>; jeff.suton@ccelect.com

Cc: Talisa Adams <tadams@forestparkga.gov>; John Wiggins <jwiggins@forestparkga.gov>; Jeremi Patterson <JPatterson@forestparkga.gov>; Alton Matthews <amatthews@forestparkga.gov>

Subject: RE: Annual Renewal Request for On-Call Electrical Services and Repair

Good morning,

I am following up on the below. Please let me know if you have any questions.

Thanks,



CITY OF
FORESTPARK

Yazmin Huerta

Assistant Procurement Agent

City of Forest Park

Phone: (404) 366-4720 ext:340

Mobile: (470)815- 0584

745 Forest Parkway | Forest Park, GA 30297

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yhuerta@forestparkga.gov



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From: Yazmin Huerta

Sent: Wednesday, March 4, 2026 8:45 AM

To: 'chris.wells@ccelect.com' <chris.wells@ccelect.com>; 'jeff.suton@ccelect.com' <jeff.suton@ccelect.com>

Cc: Talisa Adams <tadams@forestparkga.gov>; John Wiggins <jwiggins@forestparkga.gov>; Jeremi Patterson <JPatterson@forestparkga.gov>; Alton Matthews <amatthews@forestparkga.gov>

Subject: Annual Renewal Request for On-Call Electrical Services and Repair

Good morning,

The awarded contract with Capital City Electrical Services LLC is due to expire on June 30, 2026; therefore, the city is requesting to exercise the 1st annual renewal option under the same price, terms and conditions, as specified in the contract.

Please confirm receipt of this email and agreement to exercise the 1st renewal option, so we can proceed with obtaining Council's approval prior to the contract's expiration date.

Thanks,



CITY OF
FORESTPARK

Yazmin Huerta

Assistant Procurement Agent

City of Forest Park

Phone: (404) 366-4720 ext:340

Mobile: (470)815- 0584

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City Council Agenda Item

Subject: Council Discussion and Approval to Purchase New Lifepaks & Lucas and Renew Annual Maintenance Services Contract with Stryker-Fire Department

Submitted By: SANDRA DAVIS – FPPD

Date Submitted: February 2, 2026

Work Session Date: February 16, 2026

Council Meeting Date: February 16, 2026

Background & History:

The Forest Park Fire & EMS Department relies on Lifepak cardiac monitors and LUCAS mechanical chest compression devices as critical; lifesaving equipment used in emergency medical responses. These devices require regular inspection, maintenance, software updates, battery replacement, and access to manufacturer-approved parts to ensure reliability, accuracy, and compliance with applicable safety standards.

The City currently maintains an annual maintenance and service agreement with Stryker, the sole authorized manufacturer and service provider for Lifepak and LUCAS equipment. Stryker offers this agreement through the Sourcewell cooperative contract #041823-STY which provides comprehensive coverage, including parts and labor, annual preventative inspections, battery replacement, equipment servicing, and replacement of worn or failed components.

Renewal of the annual service contract ensures uninterrupted maintenance support, extends the useful life of the equipment, minimizes operational downtime, and supports the Fire & EMS Department's ability to deliver timely and effective emergency medical services to the community. Staff recommend approval to purchase new Lifepaks & Lucas equipment and renew annual maintenance services contract with Stryker to ensure continued operational readiness and patient safety for up to five (5) annual terms totaling \$370,193.43.

Year One Total: \$77,550.85

Cost: \$ **\$77,550.85** **Budgeted for:** ☒ **Yes** ☐ **No**

Financial Impact: CAPITAL CONTRACTUAL SERVICES 300-61-5310-54-2502

Action Requested from Council: Approval



01/29/2026

FOREST PARK FIRE AND EMS

4539 JONESBORO RD
FOREST PARK, Georgia 30297-3542

Equipment:

See proposal for detailed equipment descriptions and pricing.

Finance structure:

Fair Market Value (FMV) end of term option

FMV end of term options:

- Return the equipment and upgrade to current technology
- Continue to rent the equipment on a month-to-month basis
- Purchase the equipment at the fair market price
- Return the equipment

Payment terms:

FMV	5 annual payments
Proposal total	\$0.00
Equipment payment	\$63,134.91
Service payment	\$13,241.30
Freight payment	\$1,174.64
Total payment	\$77,550.85

Payments are exclusive of all applicable taxes and freight unless otherwise noted.

Contract commencement:

Upon delivery, installation, and acceptance.

Down payment:

No down payment required.

First payment due:

Net 30 following installation.

Interim rent:

Stryker does not charge interim rent.

Documentation fees:

Stryker does not charge documentation fees.

End of term notifications:

For FMV end of term options, Stryker will notify you five months prior to your agreement's maturity date to select an end of term option. You will have until 90 days prior to the agreement's maturity date to elect the end of term option that best suits your needs.

Payment adjustment:

The payments quoted herein were calculated based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonably determined by Stryker's Flex Financial division. Flex Financial reserves the right to adjust the payments prior to contract commencement to maintain current economics of this proposed transaction. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

Deal consummation:

This proposal is subject to final credit, pricing, and documentation approval. Legal documents must be signed before your equipment can be delivered.

10281657v1



Please note that this proposal is subject to change if documents are not signed prior to **01/30/2026**.



Forest Park Equipment FMV- 1.29.26

Quote Number: 11249525

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: FOREST PARK FIRE AND EMS

Rep:

Austin Mayfield

Attn:

Email:

austin.mayfield@stryker.com

Phone Number:

Mobile:

850-933-9617

Quote Date: 01/29/2026

Expiration Date: 03/31/2026

Contract Start: 02/01/2026

Contract End: 01/31/2031

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FOREST PARK FIRE AND EMS	Name:	FOREST PARK FIRE AND EMS	Name:	CITY OF FOREST PARK
Account #:	20135455	Account #:	20135455	Account #:	20120624
Address:	4539 JONESBORO RD	Address:	4539 JONESBORO RD	Address:	745 FOREST PKWY
	FOREST PARK		FOREST PARK		FOREST PARK
	Georgia 30297-3542		Georgia 30297-3542		Georgia 30297-2209

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	3	\$18,350.68	\$55,052.04
2.0	11576-000060	LUCAS Desk-Top Battery Charger	3	\$1,339.20	\$4,017.60
3.0	11576-000071	LUCAS External Power Supply	3	\$424.00	\$1,272.00
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	3	\$796.80	\$2,390.40
5.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	4	\$48,706.64	\$194,826.56
6.0	11140-000131	AC Power Cord (North America, hospital grade)	4	\$96.05	\$384.20
7.0	41335-000003	SHIP KIT, POWER SUPPLY,LP35	4	\$2,210.00	\$8,840.00
8.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	\$884.00	\$3,536.00
9.0	11140-000102	LIFEPAK FLEX Battery Charger	4	\$2,652.00	\$10,608.00
10.0	11111-000041	LIFEPAK 3-wire extended precordial ECG cable	4	\$106.25	\$425.00
11.0	11335-000008	LIFEPAK 35 Storage Bag Kit	4	\$530.40	\$2,121.60
12.0	11260-000073	Shoulder Strap	4	\$66.30	\$265.20
13.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	4	\$786.25	\$3,145.00
14.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	4	\$865.30	\$3,461.20
15.0	11335-000005	LIFEPAK Printer Kit	4	\$2,652.00	\$10,608.00



Forest Park Equipment FMV- 1.29.26

Quote Number: 11249525

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: FOREST PARK FIRE AND EMS

Rep:

Austin Mayfield

Attn:

Email:

austin.mayfield@stryker.com

Phone Number:

Mobile:

850-933-9617

Quote Date: 01/29/2026

Expiration Date: 03/31/2026

Contract Start: 02/01/2026

Contract End: 01/31/2031

#	Product	Description	Qty	Sell Price	Total
16.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	4	\$28.05	\$112.20
17.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	4	\$31.45	\$125.80
18.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	4	\$61.20	\$244.80
19.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	4	\$35.70	\$142.80
21.0	6252000000	Stair-PRO Model 6252	1	\$4,504.86	\$4,504.86
21.1	6252009001	Stair-Pro Operations Manual		\$0.00	\$0.00
21.2	6250001162	In-Service Video (DVD)		\$0.00	\$0.00
21.3	6252026000	Common Components		\$0.00	\$0.00
21.4	6250021000	2 Piece ABS Panel Seat		\$0.00	\$0.00
21.5	6250160000	Polypropylene Restraint Set(Plastic Buckles)		\$0.00	\$0.00
21.6	6252022000	Main Frame Assy Option		\$0.00	\$0.00
21.7	6250024000	Standard Length Lower LiftHandles		\$0.00	\$0.00
21.8	6252027000	Footrest Option		\$351.20	\$351.20
21.9	6252040000	Removable Head Support		\$119.00	\$119.00
21.10	6250140000	O2 Bottle Holder		\$190.40	\$190.40
21.11	6252024000	No IV Clip Option		\$0.00	\$0.00
Equipment Total:					\$306,743.86

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-LP15V1-LP35	TRADE IN LP15 V1 FOR LP35	3	-\$3,500.00	-\$10,500.00
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-\$3,000.00	-\$3,000.00

ProCare Products:



Forest Park Equipment FMV- 1.29.26

Quote Number: 11249525

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: FOREST PARK FIRE AND EMS

Rep:

Austin Mayfield

Attn:

Email:

austin.mayfield@stryker.com

Phone Number:

Mobile:

850-933-9617

Quote Date: 01/29/2026

Expiration Date: 03/31/2026

Contract Start: 02/01/2026

Contract End: 01/31/2031

#	Product	Description	Qty	Sell Price	Total
24.1	LUCAS-FLD-PROCARE	LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 12/12/2025 - 12/11/2030 *Parts, Labor, Travel * Preventative Maintenance * Batteries Service	3	\$7,871.00	\$23,613.00
24.2	LIFEPAK35-FLD-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT 12/12/2025 - 12/11/2030 *Parts, Labor, Travel * Preventative Maintenance * Batteries Service	4	\$10,297.75	\$41,191.00
24.3	STR-CHAIR-PROCARE	Stair-Pro for Stair-PRO Model 6252 12/12/2025 - 12/11/2030 *Parts, Labor, Travel * Preventative Maintenance	1	\$1,402.50	\$1,402.50
ProCare Total:					\$66,206.50

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
20.0	11150-000020	LIFEPAK Cellular Modem, North America	4	\$1,404.00	\$5,616.00
Data Solutions Total:					\$5,616.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$5,127.07
Grand Total:	\$370,193.43

Prices: In effect for 30 days

Terms: Net 30 Days



Forest Park Equipment FMV- 1.29.26

Quote Number: 11249525

Remit to:

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21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

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Rep:

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Mobile:

850-933-9617

Quote Date: 01/29/2026

Expiration Date: 03/31/2026

Contract Start: 02/01/2026

Contract End: 01/31/2031

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Stryker Sales, LLC, through its Medical Division, 11811 Willows Road NE, Redmond, WA 98052 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Critical Care and EMS Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that (i) Supplier has good title to Equipment shipped directly to Participating Entities, free of all liens, claims, and encumbrances; (ii) the Equipment will, at the time of manufacture, in all material respects have been manufactured in conformance with the Equipment specifications; and (iii) the Equipment will in all material respects, at the time of shipment, meet the technical specifications set forth in the FDA-approved or cleared labeling. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, SUPPLIER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES REGARDING THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, AND FITNESS FOR A PARTICULAR PURPOSE.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. If the Agreement is a multi-year contract, Supplier may increase pricing no more than once annually. Such price increase shall be incorporated by amendment to this Agreement and signed by Sourcwell and Supplier.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned in accordance with the return policy, incorporated by reference, at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within thirty (30) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. All shipping will be FOB destination, freight prepaid and added to the invoice.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States; such as federal, state, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Payment terms are net thirty (30).

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. The foregoing indemnification does not apply to any claims arising from: (i) the combination of any Stryker Product with one or more non-Stryker products wherein such combination is the sole basis of the claim; (ii) the use of the Products contrary to their labeling, manuals, and/or instructions for use or (iii) modification of any Product by any person other than Stryker without Stryker's express written authorization. Stryker will have no liability hereunder unless it is notified promptly of any such claim and given control of the defense and any settlement thereof; however, any claim that obligates Sourcewell for payment of any kind may not be settled without prior consultation and written approval by the Sourcewell Board of Directors. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

Subject to Section 13(B), Sourcewell grants to Supplier a royalty-free, non-exclusive right and license to use the trademark(s) provided to Supplier in certain advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier for use in the United States only and solely in the format provided in Exhibit A. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:

- i. Sourcewell's Contract Directory located on Sourcewell's website and/or in a printed format for distribution by Sourcewell;
- ii. Sourcewell's Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell's website;
- iii. Tradeshow or other conference banners prepared and approved by Sourcewell;
- iv. Award announcement emails; and
- v. Any reseller or distributor advertising or promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. The sublicense granted hereunder will be subject to the terms and conditions of this Article and shall not exceed the rights granted pursuant to Section 1.b. of this Article 13. A party shall approve each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must immediately comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all

marketing and promotional materials, including signage, provided by the other party or dispose of it according to requesting party's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers to Participating Entities that offer Equipment, Products, or Services available under this Contract and utilizes the terms of this Contract while offering pricing lower than this Contract, must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the term of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following required coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in the required amounts listed below:

Required limits:

\$2,000,000 each accident for bodily injury by accident

\$2,000,000 policy limit for bodily injury by disease

\$2,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. Coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Required Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$2,000,000 Personal and Advertising Injury

\$4,000,000 aggregate for products liability-completed operations

\$4,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Required Limits:

\$3,000,000 each accident, combined single limit

4. *Umbrella Insurance.*

Intentionally omitted

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s network security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Required limits:

\$2,000,000 per occurrence or claim

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be issued by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to vicarious liability of Sourcewell and/or its Participating Entities which may arise out of activities, "operations," or "work" performed by Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that except with respect to any claim or loss that arise from the negligence or willful misconduct of Sourcewell and/or its Participating Entities, the commercial general liability insurance coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers' compensation and employer's liability and commercial automobile liability insurance policies required by this Contract. The waiver must apply to all deductibles and/or self-insured retentions applicable to such insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION INTENTIONALLY OMITTED.

F. SELF-INSURANCE. Notwithstanding any other insurance requirements within this Agreement to the contrary, to the extent allowed by applicable law or regulation, Supplier shall be permitted to comply with these insurance requirements through a program of self-insurance

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

This Agreement is the entire, final, complete, and fully integrated agreement between Sourcewell **and** Supplier for the benefit of any Participating Entity with respect to the subject matter hereof and supersedes any prior agreements or communications between the parties, whether written, oral, electronic or otherwise.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

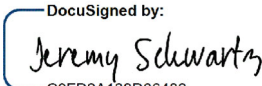
22. CANCELLATION

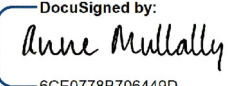
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

041823-STY

Sourcewell

Stryker Sales, LLC, through its Medical
Division

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/14/2023 | 4:41 PM CDT

DocuSigned by:

By: 6CE0778B706449D...
Anne Mullally
Title: Vice President and General Manager
Date: 9/15/2023 | 6:56 AM PDT

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 9/15/2023 | 8:58 AM CDT

Exhibit A

Stryker Trademark Usage



Logo position, spacing and size

Position

- Stryker logo must appear prominent and not compete with word marks, surrounding text, images or other visual elements.
- Our preferred logo placement is horizontal; however, Sourcewell can position Stryker logo vertically.
- When horizontally positioned, place Stryker logo in either the top left or top right corner of the layout.
- When horizontally positioned, Stryker prefers Sourcewell places Stryker logo above all other text and in a position that doesn't appear aligned with any visual elements other than a color field and/or dimensional frame.
- When vertically positioned, Stryker logo must be the most dominant element on the layout (for example, up the side of a trade show banner).
- Avoid overuse of Stryker logo by using only one logo per layout and refrain from using our logo multiple times across a multi-page document.
- Stryker logo must appear on the first page or section of a document.

Clear space

- Provide clear space around our logo to clearly identify it as our master brand.
- The diagram below demonstrates the minimum space required; clear space is equal to 1.5 times the height of our logo.

Minimum size

- When using Stryker logo, maintain a minimum size of 1" (25.4mm) in print applications to maintain brand presence.
- The goal is to maximize the size of Stryker logo in proportion to the size of the layout.



Clear space



1" (25.4mm)

Minimum size

Do not:

- use any color except black for Stryker logo.
- use Stryker logo with a registration mark (*).
- show Stryker logo upside down or reflected.
- angle or tilt except at a 90° angle.
- violate clear space in any way.
- show Stryker logo at minimum size in a large-scale layout.
- show Stryker logo oversized on a layout relative to the scale of the other visual elements.
- use Stryker logo with other text; instead, spell out "Stryker" or "Stryker's" when [using Stryker name](#).
- translate Stryker logo; however, Sourcewell can translate our Stryker in text.
- include Stryker logo as part of another trademark or service mark.
- alter any part of Stryker logo.
- skew or distort Stryker logo.
- animate Stryker logo; except in videos.
- add a line above or below Stryker logo.
- crop Stryker logo.
- use Stryker logo at a low resolution.
- use Stryker logo vertically with text that has more dominance.
- add shadows or shading.
- add a border.
- use an outline.
- use on unapproved background colors.
- place in a shape (for example, a circle or triangle) unless placed on a square or rectangular.
- place business, function, region, service names or word marks on the same line as Stryker logo.

RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name: Stryker Sales, LLC

Does your company conduct business under any other name? If yes, please state: Howmedica Osteonics Corp

Address: 2825 Airview Blvd.
Kalamazoo, MI 49002

Contact: Ted Harris

Email: ted.harris@stryker.com

Phone: 615-512-4890

HST#: 38-2902424

Submission Details

Created On: Monday March 06, 2023 16:19:47

Submitted On: Friday April 14, 2023 13:58:59

Submitted By: Bobby Flanagan

Email: Robert.Flanagan@stryker.com

Transaction #: 34aa1fbb-1f4f-420c-825f-d4a930e802a5

Submitter's IP Address: 64.208.103.178

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Stryker Sales, LLC, through its Medical Division	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Stryker Sales, LLC, through its Medical Division	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	75AF1, [No CAGE code for SYK SALES CORP; All Govt Contracts through SYK Corp]	*
5	Proposer Physical Address:	11811 Willows Road NE Redmond, WA, 98052	*
6	Proposer website address (or addresses):	https://www.stryker.com/us/en/emergency-care.html	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jennifer Collins Manager, Strategic Pricing and Contracts Tel: 425 867 4685 Email: jennifer.collins@stryker.com Address: 11811 Willows Road NE Redmond, WA, 98052	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ted Harris, Manager, Strategic Accounts Tel: 615 512 4890 Email: ted.harris@stryker.com Address: 11811 Willows Rd. NE, Redmond, WA 98052	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maggie Wang, Associate Manager, Bids & Proposals Tel: 425-867-4216 Email: maggie.wang1@stryker.com Address: 11811 Willow Rd NE, Redmond, WA 98052	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	About Stryker Stryker is one of the world's leading medical technology companies and, together with our customers, is driven to make healthcare better. We offer innovative products and services in Orthopaedics, Medical and Surgical, and Neurotechnology and Spine that help improve patient and hospital outcomes. As the pioneer in portable defibrillation and monitoring technology, Stryker's Emergency Care business continues to define the standard for cardiac emergency care equipment, solutions and services. We are the world leader in developing, manufacturing, selling and servicing emergency care products. The company pioneered defibrillation technology over 68 years ago and continues to design and develop advanced emergency medical devices for in-hospital and out-of-hospital use. The company's LIFEPAK defibrillators have been carried to the top of Mount Everest and launched into orbit on the International Space Station. More than 800,000 units are in use today on fire and rescue rigs, ambulances, hospital crash carts and in thousands of public access locations worldwide. Global Presence Stryker serves a global market of thousands of customers in over 100 countries that use our products every day to protect their communities. We are well-positioned to continue serving the worldwide medical community for generations to come. Stryker Emergency Care employs over 1,000 team members worldwide. Approximately 700 of these team members are based in Redmond, WA. Vision and Mission We have been involved in emergency medical care for more than 68 years and lead the industry in developing products that monitor or treat patients in emergency medical situations. We develop technologies and design devices according to the unique needs of our customers and our goal is to provide complete solutions for cardiorespiratory emergencies. Everything is designed for customers, to work with them- whether it is accessories, disposables, flexible energy dosing or data management solutions that help them capture patient data and learn from it to improve patient care. Our approach to product development is with the values our customers expect front and center: quality, innovation, durability and reliability. We hold ourselves to rigorous quality and innovation standards, and firmly believe that good enough is never good enough when you are talking about devices used on a daily basis in a variety of emergency care environments. We are always innovating our product and clinical technologies and looking for ways to improve our processes— because our customers and their patients depend on it. MISSION: Together with our customers, we make healthcare better.	*
11	What are your company's expectations in the event of an award?	If Stryker is the winner, Stryker will negotiate in good faith mutually beneficial terms following award issuance.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Stryker Corporation Annual Report has been uploaded to the attachment section. Stryker Sales, LLC, through its Medical Division is a wholly owned affiliate of Stryker Corporation.	*
13	What is your US market share for the solutions that you are proposing?	In 2022, our prehospital business captured 69% of market share. We are unique in that we have solutions that equip the back of the ambulance with everything from monitor/defibrillators, to cots and fasteners, to data solutions, and beyond. We are unmatched when it comes to the breadth of products and service that we can provide our customers. Our flagship product lines have captured majority market share in their respective categories as described below: • LIFEPAK 15 (monitor/defibrillators in pre-hospital): 55% • LIFEPAK CR2, HeartSine (AEDs in pre-hospital and public access): 30% • Transport equipment (cots, fasteners, chairs in prehospital): 94% • LUCAS 3 (mechanical chest compression systems in pre-hospital): 80%	*
14	What is your Canadian market share for the solutions that you are proposing?	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. Stryker has never petitioned for bankruptcy protection. Instead, the whole Stryker corporation has persevered, delivered outstanding sales growth and made progress on our strategy for many years, making the Stryker brand stronger than ever.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. All technical support, trainings and education, ProCare services will be conducted by Stryker employees. No third party like distributor/dealer/reseller will be involved.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products. Our field service team uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Please refers to Section 6 of the pdf. proposal for relevant sole source certifications.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or Debarment applies to Stryker.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	At Stryker, we owe our achievements to our dedicated employees. Below are some recent honors we've received for our business results, workplace culture and philanthropic activities: • 2022 Best Workplaces for Millennials: : Great Places to Work • 2022 Best Workplaces in Manufacturing and Production: : Great Places to Work • 2022 100 Best Companies to Work For: : Great Places to Work • 2022 Best Workplaces Canada: Great Places to Work • 2022 World's Best Workplaces: Great Places to Work • 2022 Don Clifton Strengths-Based Culture Award • 2022 Best Places to Work for LGBTQ+ Equality: 100% Corporate Equality Index • 2021 Military Friendly Employer: Silver • 2021 Reader's Choice A Top 50 Employer: Woman Engineer Magazine • 2021 Reader's Choice A Top 50 Employer: Minority Engineer Magazine • 2022 Companies that Care: People Magazine • 2021 Change the Future: Fortune Please see a full list of company awards at this link: www.stryker.com/us/en/about/awards/awards.html	*
20	What percentage of your sales are to the governmental sector in the past three years	75-80%	*
21	What percentage of your sales are to the education sector in the past three years	2-3%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO (No Transport on Contract) 2020:\$15.3M, 2021: \$15.4M, 2022: \$15.9M Savvik(Treatment and Transport) 2020: \$5.3M 2021: \$14.2M 2022: \$16.5M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract: Federal Supply Schedule (FSS) 2020: \$61.6M 2021: \$66.8M 2022: \$51M SOSA Contract: none	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Mount Vernon Fire Dept.	Deborah Norman	(914)490-0131 Email: dnorman@cmvny.com	*
Sable Altura Fire Dept.	Chief Rich Solomon	(303)364-7187 Email: Solomon.Rich@sablealturafire.org	*
Akron Fire and EMS	Chief Chris Karakis	(330)903-1101 (mobile)	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NEW YORK CITY FIRE DEPT AND MED EQUIP	Government	New York - NY	FDNY replaced their Philips defibrillators with LIFEPAK 15s and LIFEPAK CR2s, and replaced Ferno cots with Stryker power stretchers and loading systems.	\$35,697	\$39,767,262	*
NEW YORK CITY OFFICE OF EMER AND MGMT	Government	New York - NY	Purchased LIFEPAK 15 defibrillator/monitors to combat the pandemic.	\$4,707,735	\$23,538,676	*
MIAMI DADE FIRE RESCUE	Government	Florida - FL	Miami Dade replaced 99 LIFEPAK 15 defibrillators in 2021, and replaced 72 power cots in 2022. They purchased 125 LIFEPAK CR2 AEDs in 2022 and added 20 Lucas 3 chest compression devices to their fleet. Miami Dade airport purchased 40 CR2 AEDs, and Miami Dade Fleet Management purchased 50 CR2 AEDs.	\$4,365	\$7,468,898	*
ESCAMBIA COUNTY EMS	Government	Florida - FL	Escambia County purchased 50+ LIFEPAK 15 defibrillator/monitors, 37 Power Pro XT cots, 140 CR2 AEDs, 50 Lucas chest compression devices, and ProCare service plans for all of the above.	\$51,124	\$7,464,160	*
SOUTH DAKOTA DEPT OF HEALTH	Government	South Dakota - SD	SD Statewide LIFEPAK standardization project	\$182,532	\$7,118,773	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	Stryker Emergency Care is committed to providing unmatched professional support through our Sales and Field Service Representatives who are strategically located throughout the U.S. to make us a customer centered organization. Our pre-hospital account manager team is the largest in comparison to our competitors with 291 Emergency Care account managers supporting customer needs. While everyone will be responsive and timely during the purchase process, Stryker has built a model that allows us to truly serve and partner with customers before, during, and after the sales.	*
27	Dealer network or other distribution methods.	Stryker is the manufacturer and service provider of equipment as proposed in this RFP. No dealer or distributor will be involved.	*
28	Service force.	Stryker has made in our Field Service team that provides on-site product maintenance and repair. This team consists of 310 ProCare technicians nationwide and allows us to take the approach of conducting necessary equipment repairs at your location versus requiring you to ship devices in and wait for replacement units. Repairs by the numbers Enhance equipment life: Of those surveyed, 85 percent of EMS customers reported the life of their equipment has been extended because of ProCare Services. Equipment experts: ProCare technicians receive over 200 hours of equipment training, and have an average tenure of 12 years with Stryker. Proactive approach: In 2019, ProCare Services did preventive maintenance inspections on over 83,450 pieces of EMS equipment. Increased efficiency: 86 percent of EMS customers surveyed reported they are able to operate more efficiently because of ProCare Services. The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If ordering Capital Goods 1. Customer calls(phone at 800 327 0770 option 1) or emails our Customer Service Team to get the contact information of the account manager for their region. 2. Customer reaches out to Account Manager letting them know what is needed. 3. Account Manager creates quote for items. 4. Customer creates PO meeting all requirements based on the quote. 5. PO is submitted back to the Account Manager 6. Account Manager submits order and confirms with customer. If ordering parts, accessories or disposables: 1. Customer can call or email our Customer Service Team for a price quote. 2. PO meeting all requirements is created by customer based on pricing quote. 3. PO emailed in to medicalcustomerservice@stryker.com 4. Customer Service Team would process and send confirmation. If ordering services: Stryker won't be using any distributors / subcontracts for ProCare Contract execution. All work will be done locally or in our factory depot by Stryker employees. Stryker provides copies of work orders describing all work performed, parts used and labor time involved with the repair. Customers can also access on our online ProCare portal should they choose to do so.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Stryker ProCare is the largest on-site OEM team in the pre-hospital space for maintaining, repairing, and serving customers equipment needs in North America. Our competitive difference is that we provide people who handle all device needs at your facilities versus being required to organize, track, box, and ship devices back to corporate headquarters for maintenance and repair.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Stryker is able to provide products and accessories to entities where 3rd party carrier can reach in US.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Not applicable	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Stryker is able to serve through the proposed contract throughout the whole US.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There's no additional requirements or restrictions to entities in Hawaii and Alaska. As there is no local Hawaii stock available for these Stryker items and these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Co-op contracts are vital components of Stryker Emergency Care's marketing and sales strategy. The Sourcwell contract will be promoted internally with flyers, a road map, links to our internal marketing database, and education calls with our outside sales team of over 200 representative. For external marketing efforts, we keep a large library of product resources online for customers to easily access: www.stryker.com/us/en/emergency-care/product-resources.html Additionally, we share a library of videos featuring product in-service instructions, best practice tips, survivor stories, and more all available online: www.stryker.com/us/en/emergency-care/news and www.youtube.com/@StrykerEMS1 Please download this file to see a sample of our marketing collateral: https://we.tl/t-4vJsEZkENy	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Stryker uses a host of digital marketing efforts to promote our mission of Together, we save lives. We are active on Facebook, LinkedIn and Twitter and use these platforms to connect with our customers and share valuable information regarding our product and educational offerings. We actively optimize our web properties through SEO monitoring and metadata/alt tag updates to provide the most up-to-date information as well as increase our visibility in online searches on both Google and Bing. We also work on improving our website CX to bring the best web experience possible to our customers and prospects. Our digital advertising focuses on connecting our prospective customers with sales reps in an efficient manner that drives quick and meaningful connections to build long lasting relationships built on trust and performance.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Stryker will expect Sourcwell to promote the value and benefits of co-op contracting and what differentiates Sourcwell from other contracting entities in the EMS market. More specifically, we would like for Sourcwell to make members aware of the new contract, what products/services are available, and provide the information about the awardees. Stryker will leverage the contract actively with the appropriate market segment customers through our dedicated team of field representatives that solely serve the EMS, Fire, Ambulance and Education markets. We will also promote the contract internally with active efforts from the Stryker marketing team. We are always open do joint promotions and other marketing efforts.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	1. Purchasing agents – Must be approved & registered as user. 2. Documentation – Order confirmation and order status change confirmation 3. History – Order details, purchasing details, shipping status. 4. Pricing – customer contract pricing loaded for all eligible items, list price vs contract pricing views. 5. Payment options – Purchase orders, credit cards (Visa, MC, Amex). 6. Subscription re-ordering 7. Favorites list. 9. Returns – Form to initiate returns. 10. Support – Telephone & email available. 11. Notifications – Email notifications when out of stock items are back in stock. 12. Security – Meets PCI Data security standards. Please visit our store at https://stryker-corporation-emergency-care.mybigcommerce.com/ . Preview code: f6lxvznnsf is needed to access the website. Government customers often use these web sources to purchase products: GSA eBuy and ECAT (Electronic Catalog).	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As one of the world's leading medical technology companies, we are driven to make healthcare better by creating innovative products and services that improve patient outcomes. To deliver the full potential of these innovations, customers must be trained on their safe and effective use. We support care team member learning in many parts of the world through a full range of virtual trainings on our MedEd portal, including trainings delivered in virtual reality. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources. In addition, training is included with equipment purchase. With over 291 Emergency Care account managers, 310 field service representatives, 15 field clinical specialists, we ensure every customer has access to personalized, hands-on training across the communities we serve.
41	Describe any technological advances that your proposed products or services offer.	Stryker Emergency Care pioneered external defibrillation over 68 years ago and today continues to be the world market leader. LIFEPAK 15, the only monitor on market with ability to deliver over 200J Energyseries, offers 360J Biphasic Energy (Stryker Exclusive)
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We are committed to reducing our environmental impact on the world through responsible, sustainable operations. In 2022, we reduced carbon emissions by 20 percent for all Stryker facilities compared to a 2019 baseline. We have made a commitment to becoming carbon neutral for all Stryker facilities by 2030 and powering 100 percent renewable electricity by 2027. The local Stryker Environmental Alliance chapters identify environmental opportunities at each site. Stryker is also proactively working to reduce both what we use and what we leave behind. We're tracking our progress and installing global reporting systems, setting goals for manufacturing and looking at our use of resources across the business. We're also partnering with our customers to reduce what is left behind in landfill waste and grow resources that will help the planet, like national forests. Stryker has also made a commitment to be Carbon neutral for all facilities by 2030 - https://www.stryker.com/content/m/c/2020-comprehensive-annual-report/performance-and-governance/corporate-responsibility-strategy.html
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Stryker is committed to achieving excellence as an environmental steward by conserving natural resources, promoting energy efficiency and eliminating waste. Our goal is to divert the highest possible amount of materials from the landfill through recycling. We strive to meet or exceed all relevant laws, regulations and other environmental legislation which are applicable to our business like e-waste and universal waste. Physio-Control strives to address chemicals of concern, and is RoHS, WEEE and battery directive compliant and conducts bio-compatibility testing on targeted materials. For additional information, please refer to: Corporate Responsibility: https://www.stryker.com/us/en/about/corporate-responsibility.html Stryker Recycling: https://www.strykeremergencycare.com/recycling/

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Stryker Corporation does not hold any of the referenced certifications but we are committed to partnering with and providing opportunities for suppliers that do (http://www.stryker.com/en-us/corporate/AboutUs/SupplierDiversity/index.htm). Stryker is increasing the representation of disability-, LGBTQ-, minority-, veteran and women-owned businesses and small businesses in our supply chain and we engage suppliers that reflect the diversity of our customers and their patients, our employees and our communities. We are continually working to promote and facilitate diverse supplier engagement as a component of our overall corporate responsibility efforts. In 2022, Stryker's North American spend was over \$300M with diverse-owned businesses and over \$890M with small businesses. Examples include: Disability Owned Business Enterprise (DOBE), Lesbian, Gay, Bisexual, Transgender Owned Business Enterprise (LGBTBE), Minority Owned Business Enterprise (MBE), Veteran Owned Business Enterprise (VBE), Woman Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Historically Underutilized Business (HUBZone), Service-disabled Veteran Owned Small Business (SDVOSB), Small Disadvantaged Business (SDB), Veteran Owned Small Business (VOSB), and Woman Owned Small Business (WOSB). Stryker Supplier Diversity We are also committed to serving our communities and creating a healthy, diverse, equitable and inclusive workplace where employees thrive. Stryker has several employee resource groups (ERG) that promote a culture of inclusion and belonging by amplifying our diversity, equity, and inclusion initiatives – with a focus on supporting and enhancing career development and providing education in the work environment. Examples include: • Stryker Women's Network (SWN): fostering an open and inclusive culture with a focus on attracting, developing, and retaining talented women • Women in Science and Engineering (WISE): accelerating growth of women in Stryker with technical expertise • Stryker's Allies for Equality (SAFE): championing LGBTQ authenticity at work • Stryker's African Ancestry Network (SAAN): making Stryker a career destination for Black employees • Stryker's Emerging Professionals (SEP): engaging and inspiring the next generation • SOMOS Hispanic/Latinx network: celebrating diversity while advocating for the Hispanic/Latinx community • Stryker's Veterans Association (SVA): supporting, recruiting, developing, and retaining veteran employees while giving back to our military communities • Allies for All Abilities (3A): positively changing the lives of employees, families, and communities with visible and invisible disabilities • Asian Community Empowerment (ACE): promoting Asian cultural diversity and professional development Stryker Employee Resource Groups
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45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What can you expect from a partnership with Stryker: • Harness the power of a systems-based approach: One integrated system of equipment, devices and data empowers your teams to improve clinical care and enhances operational performance. • Depend on Stryker's technology: Drive better care with resuscitation technology like the LIFEPAK 15 monitor/defibrillator and the LUCAS 3 chest compression system integrated with Stryker's data solutions. With easy access to support and continuing education, rely on us as the innovative partner you trust most. • Overcome the challenges you face every day: From event scenes and long-distance patient transport to tight budgets and complex documentation, rely on a trusted system from Stryker to stay ready, respond effectively and review quickly for ongoing performance improvement. • Readiness: Handle your team's demands with insight into performance, readiness, systems and equipment, turning data into measurable improvement. • Response: Enable more effective care with an integrated system of equipment, CPR devices, monitor/defibrillators and data solutions that help improve your ability to handle time-dependent emergencies like cardiac arrest, STEMI, stroke or sepsis and other emergent care needs. • Review: Automatically access or share data, review performance, and identify improvements so your team can work more efficiently, stretch budgets and streamline billing. What you can expect from our products: • Power-PRO Ambulance Cot and Power-LOAD Fastener System: Stryker collaborates closely with customers to design and develop transport equipment to help reduce caregiver injury and increase patient care. Powered transport equipment can help with some of the common challenges facing EMS today including obesity, medic shortage and medic retention. Stryker offers a program that financially guarantees at least a 50% reduction in cot-related injuries pertaining to raising, lowering, loading and unloading cots and 100% reduction in missed safety hooks while unloading cots with Stryker's powered cot and Power-LOAD powered cot fastener in full power operation. If not, Stryker will refund the price paid for the powered cots and Power-LOAD cot fastening systems. • LIFEPAK 15 Monitor/Defibrillator, LIFEPAK CR2, and LIFEPAK 1000 Defibrillator: Depend on durable, reliable, and easy-to-use LIFEPAK monitor/defibrillators. Provide high energy quickly (only monitor to deliver energy up to 360j to help difficult to defibrilate patients), monitor patient information such as EtCO2, SpO2, SpMet and send data ahead to the receiving caregiving team to save time, ease handoffs and help drive improved patient outcomes. • LUCAS 3 Chest Compression System: Contribute to improved cardiac arrest outcomes with the LUCAS 3, v3.1 chest compression system. CPR quality, consistency and continuity matter. Provide Guidelines-compliant compressions — in most working conditions — while freeing responders to safely focus on assessment, care and transport. • McGRATH MAC Video Laryngoscope: Improve the view and gain better guidance for placement to reduce intubation difficulty. Enhance airway management with one durable, easy-to-use and cost-effective device. Maximize visualization of the airway with the McGRATH MAC video laryngoscope. • LIFENET System: Drive better care with the LIFENET System. Alert the receiving providers, share patient data and capture information to enhance team efficiency. • CODE-STAT Data Review Software and Service: Drive improved performance with data review software and services. Enhance quality and efficiency when you can easily access, share, analyze and review data from any LIFEPAK device. Customize documentation and gain advanced reporting for the insights you need to improve care, team performance and operational efficiency. • ProCare Services: When lives are at stake, you need someone who takes a proactive approach to keeping your equipment up and running. With ProCare, you can count on trusted field-based experts dedicated to caring for your equipment, so you can focus on what truly matters – saving lives. We're your ideal service partner and will provide you with OEM expertise as well as propriety diagnostics tools that help us fix equipment efficiently and effectively.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Please refer to Stryker Limited Warranty for details.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, if the product is modified or used in a way that is not part of the instructions for use, it may affect warranty coverage. Reference the Operations and Maintenance manuals for proper usage. Please visit this link to see a detailed warranty description of Stryker's Emergency Care products: https://techweb.stryker.com/Terms_Conditions/Warranty/Warranty_and_Compliance_Statement_Emergency_Care_2022.pdf	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No for US. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for information.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Stryker is the original equipment manufacturer and will be the only factory authorized service provider with access to proprietary software necessary to perform proper maintenance and repairs. No items made by other manufacturers will be offered in this proposal.	*
51	What are your proposed exchange and return programs and policies?	If Customer desires to return a purchased product, Customer must call its local Stryker representative or the Stryker regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Stryker in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Stryker, which product may be returned in its existing condition. Stryker will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product. Stryker will provide an RMA and accept the return of any product under any of the following circumstances: a) Stryker shipped the product in error; b) Customer received the product after the product's expiration date; c) Customer received the product in a damaged condition; d) The product is recalled and must be removed from the market; or e) Stryker specifically authorizes the return of the product (a 15% restocking fee may apply). Product must be returned within 30 working days from the date the Customer receives the product or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon receipt of a properly returned product, Stryker will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts will be available for all equipment included with this bid. Service contracts include: 2-hour call back time, 24-72 hour repair turnaround, a Stryker-trained service specialist, Service parts, labor, and travel, Preventive maintenance, Proper PM documentation for Joint Commission, DNV, CMS, Dedicated service representative. (Service flyer included with bid proposal)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through Stryker's Flex Financial business, we provide a range of smart alternatives designed to fit your organization's needs. We offer flexibility beyond a cash purchase - enabling you to acquire our full portfolio of products. Ask your Sales Representatives for assistance in finding the financial solution that best fits your needs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Samples of Work orders have been uploaded to the required section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ACH is our preferred payment method.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	List price is established by three primary inputs: - Cost of goods/manufacture - Customer's willingness to pay - Competitive/market pressure Standard/list pricing and the Sourcewell discounted price are included in the pdf proposal and uploaded as a separate attachment in the pricing Section as required.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing is based on the category of the products, ranging from 10% to 40% discount. Please refer to the pdf proposal or separate pricelist for details.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	No special discounts or rebate programs will be offered. Products or services will be sold at the discount level as advised in the pdf price list.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All products or services are quoted in the pdf price list. If the required item is not available in the pricelist, the participating entity can contact local Sales Account Manager through https://www.stryker.com/us/en/emergency-care/contact.html for advice.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight will be prepaid and added to the invoice. Sales tax applies if applicable. No additional charges for pre-delivery inspection, installation, set up, mandatory training, or initial inspection.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges depend on the method of shipping customer chooses and the total dollar amount of the order. Freight value will be advised at check out, prepaid and added to the invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As there is no local Hawaii or Alaska stock available for these Stryker items, these items will be shipped from our mainland warehouses. We are not able to provide timeliness of deliveries at this time based on specific product availability and carrier processes, but products will be shipped as soon as possible in the order it was placed. This submittal reflects U.S. proposal and applies to US participating entities only. Products, services and T&Cs outside the U.S. may vary by country. Please refer to Proposal submitted by Stryker Canada team for freight, shipping and delivery terms	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All equipment and accessories will be sold directly through Stryker and shipped through 3rd party carriers. No special distribution channel will be used.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Stryker is aware that the pricing proposed here may vary from other publicly available pricing. We hope there is understanding in the marketplace that with the current and unprecedented economic environment, Stryker has had to make pricing adjustments. The pricing posed here is not a growing profit center for Stryker but is based on global economic changes, inflation, and dramatic increases in transportation, materials, and labor costs. Pricelists publicly available are likely under review and negotiated under different circumstances.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Stryker employs a contract coordinator position tasked with post-award management of contract requirements, including sales reporting and sales administration fees.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Stryker will utilize annual revenue generated by this contract and view success as consistent year over year growth.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Please refer to the proposal that is uploaded to the portal.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and services is included in the proposal.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional

comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Cardiac monitors, defibrillators	☒ Yes ☐ No	LIFEPAK 15	*
72	Automated External Defibrillator (AED) used by emergency responders	☒ Yes ☐ No	LIFEPAK CR2, LIFEPAK 1000 HearSine	*
73	CPR Assist Devices	☒ Yes ☐ No	LUCAS 3	*
74	Patient movement devices and systems	☒ Yes ☐ No	Stryker transport products	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	☐ Yes ☒ No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	☐ Yes ☒ No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	☐ Yes ☒ No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	☐ Yes ☒ No		
79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	☒ Yes ☐ No	Yes	*

80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	☒ Yes ☐ No	Stryker offers an e-procurement website where customers may directly purchase accessories and disposables. To order 24/7 at our store at https://shop.stryker.com/. All training is included for all purchased equipment. We recommend that all personnel attend training on the equipment to understand the full benefits and features of the equipment. Please visit https://www.stryker.com/us/en/training-and-education/medical-and-surgical-equipment--/emergency-care/emergency-care.html#upcoming-events for a comprehensive selections of webinars, online courses and others resources, or contact your Account Manager for specific needs. Each sold equipment includes installation guide. Call Stryker service at 1-800-327-0770 if you need help after installation. Stryker offers Limited Warranty at no charge as stated in Section 4 of the pdf. proposal. Additional year of coverage provided via ProCare Service is optional and the cost is included in this quote. Packages are available for all emergency equipment including cots, chairs, fasteners, chest compression systems, defibrillators and monitors. Contact your account manager or visit stryker.com/procare to learn more about our comprehensive service plans.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Stryker Sourcewell Price File FINAL.pdf - Friday April 14, 2023 13:37:10
 - [Financial Strength and Stability](#) - 2023. 02 Stryker SEC Report.pdf - Wednesday April 05, 2023 00:06:58
 - [Marketing Plan/Samples](#) - Samples of Marketing Materials (1).zip - Wednesday April 05, 2023 00:23:25
 - [WMBE/MBE/SBE or Related Certificates](#) - stryker-2022-comprehensive-report.pdf - Tuesday April 11, 2023 20:00:40
 - [Warranty Information](#) - 2023.02 Stryker Emergency Care Warranty.pdf - Tuesday March 21, 2023 16:02:35
 - [Standard Transaction Document Samples](#) - Stryker Sample--Work Order Service Report_Redacted.pdf - Tuesday April 11, 2023 20:09:02
 - [Upload Additional Document](#) - 2023. 04 Sourcewell EMS Equipment RFP Proposal _Stryker.pdf - Friday April 14, 2023 13:41:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Maggie Wang, Associate Manager, Bids & Proposals, Stryker Sales, LLC, through its Medical Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☒	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☒	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☒	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☒	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☒	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☒	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☒	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☒	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☒	1

**AMENDMENT #1
TO
CONTRACT # 041823-STY**

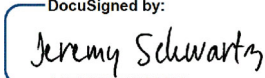
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend its response to Question 27 of the Proposal, now reserving the right to periodically approve certain Distributors (as described in Article 2.C.) on a case-by-case basis as needed from time to time.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

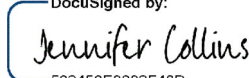
Date: 12/23/2023 | 1:07 PM CST

Approved:

By: 
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 12/23/2023 | 8:38 PM CST

Stryker Sales, LLC

By: 
582450E9392F40D...
Jennifer Collins

Title: Manager, Strategic Pricing & Contracts

Date: 12/22/2023 | 2:19 PM CST

**AMENDMENT #2
TO
CONTRACT # 041823-STY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Stryker Sales, LLC** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective September 15, 2023, through June 30, 2027 (Contract).

Supplier wishes to amend the Contract's Proposal to modify its discount structure.

NOW, THEREFORE, the parties amend the Contract as follows:

Line item 58 in "Table 11: Pricing and Delivery" of the Proposal is deleted in its entirety and replaced with the following:

"Pricing is based on the category of products, ranging from 8% to 40% discount. See the price list for details."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 10/14/2024 | 2:16 PM CDT

Stryker Sales, LLC

DocuSigned by:
By: Anne Mullally
6CE0778B706449D...
Anne Mullally, VP and General Manager
Date: 10/14/2024 | 11:10 AM PDT

Date: February 25, 2026

RE: Reference no:2210281657

CITY OF FOREST PARK
745 FOREST PKWY
FOREST PARK, Georgia 30297-2209

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Short Form Lease Agreement
Exhibit A - Detail of Equipment
State and Local Government Rider

****Conditions of Approval: Accounts Payable Contact Information, State and Local Government Rider, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	_____	Accounts Payable contact:	_____
Purchase order number:	_____	Accounts Payable Email:	_____
Are you tax exempt?	Yes ☐ No ☐	Accounts Payable Phone:	_____
If YES, please provide valid proof of exemption status.		Accounts Payable Address:	_____
Do you have a sales tax direct pay permit?	Yes ☐ No ☐		

If YES, please provide valid authorization letter or certificate.

Administrative Contact(s):

Administrative contact name:	_____	Administrative contact name:	_____
Email address:	_____	Email address:	_____
Phone number:	_____	Phone number:	_____

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

All electronic chattel paper associated with the enclosed agreement is created, maintained, and controlled exclusively through Stryker's DocuSign process, which is designed to comply with the requirements of Section 9-105 of the Uniform Commercial Code regarding the establishment and maintenance of a single authoritative copy. Customer e-signature platforms are not permitted; only Stryker's DocuSign process is authorized for execution of these documents.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of February 2026

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Owner ("we" or "us") :
Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Customer name and address ("You" and "Your"): CITY OF FOREST PARK 745 FOREST PKWY FOREST PARK, Georgia 30297-2209	Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 Equipment description: (see attached Exhibit A which is a part of this Agreement.) Equipment Location: 4539 JONESBORO RD FOREST PARK, Georgia 30297-3542
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Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 49 Equipment purchase option: Fair Market Value Option Equipment purchase option shall be FMV unless another option is stated above.			
Number of payments	Payment frequency	Payment amount	Security deposit	First period payment	Other	Total payment enclosed
5	Annual	\$77,273.90 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	\$0.00	+\$0.00	+\$0.00	=\$0.00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you **"AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term/Renewal: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. **If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods.** If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Lease Agreement Number 2210281657**Description of equipment****Customer name:** CITY OF FOREST PARK**Delivery Location:** 4539 JONESBORO RD, FOREST PARK,Georgia , 30297-3542**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
SHIP TO:		
	<u>FOREST PARK FIRE AND EMS, 4539 JONESBORO RD, FOREST PARK, Georgia, 30297-3542, United States</u>	
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	3
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	3
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	3
11576-000080	BATTERY,LUCAS,DARK GRAY	3
70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/ CELL/LN/CPRIN,STD,BT	4
11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	4
41335-000003	SHIP KIT, POWER SUPPLY,LP35	4
11335-000001	BATTERY, LI-ION, WITH IFU, LP35	4
11140-000102	CHARGER, BATTERY, LP35	4
11111-000041	ASSY, CABLE, ECG, 15 LEAD, 3 WIRE PRECOR	4
11335-000008	KIT, STORAGE BAGS, LP35	4
11260-000073	KIT, SHOULDER STRAP, LP35	4
11996-000519	SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M	4
11996-000520	SENSOR, LNCS-II RAINBOWDCIP 8-LAMBDA SPCO, PEDI	4
11335-000005	KIT, PRINTER, LP35	4
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	4
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	4
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	4
11160-000021	NIBP CUFF- REUSEABLE,SMALL ADULT, BAYONET	4
11150-000020	KIT, MODEM, NA, LP35	4
6252000000	STAIR PRO - MODEL 6252	1
TR-LP15V1-LP35	TRADE IN LP15 V1 FOR LP35	3
TIM-LUC2-LUC3	TR-SYK LUCAS 2 TO LUC 3.1	1

Total equipment: \$298,859.86**Service coverage:**

Model number	Service coverage description	Quantity	Years
LUCAS-FLD- PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR	3	5.00
LIFEPK35-FLD- PRO	ProCare-SVC-LP35-FIELD-REPAIR	4	5.00
STR-CHAIR- PROCARE	PROCARE-SVC-STAIR-CHAIR	1	5.00

Total service coverage: \$66,206.50

Freight: \$5,127.07

Total Amount: \$370,193.43

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement No. 2210281657 (the "Agreement") between Flex Financial**, a division of Stryker Sales, LLC ("Owner") and CITY OF FOREST PARK ("Customer")**to be executed simultaneously herewith and to which this Rider is attached. In the event of a conflict between the terms of this Rider and the terms of the Agreement, the terms of this Rider shall control. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
March 16, 2026

Agenda Item #
VI4

Requested By Tarik Maxwell, Recreation and Leisure Director	Sponsor(s)
Department Recreation and Leisure	
Requested Action Action Item	
Requirement for Board Action	
Summary & Background The Georgia Mass Band has rented the football stadium every Thursday and Friday from 5:30p-8:30p between the months of May and July since 2024. The Georgia Mass Band was founded in 2016.	
Fiscal Impact N/A	
Exhibits Attached Georgia Mass Band	
Staff Recommendation Tarik Maxwell, Director of Recreation & Leisure Services, recommends approval to continue allowing the Georgia Mass Band to rent the football stadium for 2026.	



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Facility usage request – Recreation and Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: March 10, 2025

Work Session Date: March 17, 2025

Council Meeting Date: March 17, 2025

Background/History:

The Georgia Mass Band has rented the football stadium every Thursday and Friday from 5:30p-8:30p between the months of May and July since 2024. The Georgia Mass Band was founded in 2016.

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

EnterTextHere

Action Requested from Council:

We are asking approval to continue allowing the Georgia Mass Band to rent the football stadium for 2026.



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
March 16, 2026

Agenda Item #
VI5

Requested By Tarik Maxwell, Recreation and Leisure Director	Sponsor(s)
Department Recreation and Leisure	

Requested Action Action Item
Requirement for Board Action
Summary & Background The United Way of Greater Atlanta is looking to host a Maternal Health Expo that will feature different types of educational vendors. This event is free to participate and free to attend. This expo will serve as a vital community hub where families can access resources and a supportive network dedicated to ensuring every mother and birthing person thrives.
Fiscal Impact N/A
Exhibits Attached Special Facility Request Form_UWGA, United Way of Greater Atlanta
Staff Recommendation Tarik Maxwell, Director of Recreation & Leisure Services, recommends approval to allow the United Way of Greater Atlanta to use the gym on the 25th of April at no cost.

CONTRACTS RECEIVED LESS THAN 2 WEEKS BEFORE EVENT DATE WILL BE DENIED

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

School Related: ☐ Yes ☒ No	Time to Enter 7:30 a.m.	Time to Leave 3:00 p.m.	Date(s) of Use Requested: April 25, 2026
Space Requested: ☒ Gymnasium ☐ Amphitheater ☐ 696 Main St. ☐ Football Stadium ☐ Senior Center ☐ Baseball Fields ☐ Pavilions	Day of the Week ☐ M ☐ F ☐ T ☒ S ☐ W ☐ Sn ☐ Th		Admission/Participation Charged? ☐ Yes ☒ No
Name of Group or Organization United Way of Greater Atlanta			Nature of Organization: ☐ Profit ☐ Government Agency ☐ Business ☐ Religious Group ☒ Non-Profit ☐ Civic Group ☐ Other (enter Below) _____
Address of Group or Organization: 40 Courtland St., NE, Ste 300 Atlanta Georgia 30303 City State Zip Ebony S. Johnson 404-527-3571 Contact Person Name Telephone Number Email: <u>ejohnson@unitedwayatlanta.org</u>			Type of Activity: maternal health education and resource symposium.

**No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. **

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE
 *TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

03-02-2026

Date

Ebony S. Johnson
 Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: FOREST PARK RECREATION AND LEISURE SERVICES						
Insurance Certificate ☐ Yes ☐ No						
Applicable Facility Charges		#	Hours	Rate	Total	
Facility Use ☐ Yes ☐ No _____ Maint. Staff ☐ Yes ☐ No _____ Tech Support ☐ Yes ☐ No _____ Security ☐ Yes ☐ No _____ Equipment ☐ Yes ☐ No _____					\$ _____	\$ _____
Total Due \$ _____						

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY

Director Signature: _____	Date: _____	Phone Number: _____
Application Approved ☐ Yes ☒ No	Fee Waiver ☐ Yes ☐ Reduced Fees (1/2) ☐ Full Fees	

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs.

2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time.

3. **Search:** All Persons are subject to search, including but not limited to, person, bags and parcels.

4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2.

5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211.

6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives any and all claims for damages against Forest Park Recreation in the event of such an occurrence.

7. **Explosive Hazards:** No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed.

8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the City of Forest Park, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person.

9. **Contracts:** Forest Park Recreation reserves the right to review any contracts between Lessees and other parties involved in using any Forest Park Recreation and Leisure Services facility.

10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out.

11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the "Forest Park Recreation and Leisure Services Facility Use Contract".

12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Forest Park Recreation and Leisure Services". All rentals are to be paid in advance for school facilities.

13. **Cancellation:** In the event of inclement weather or other circumstances where Forest Park Recreation are closed, all facilities will also be closed. This decision is made by City of Forest Park officials and not by Lessees.

14. **Advertising:** No advertising or publicity about any event which would name a Forest Park Recreation and Leisure Services facility shall be distributed prior to the payment and approval of a Facility Use contract.

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Forest Park Recreation and Leisure Services Department will determine the number of personnel required to police the event before the contract is approved.

16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day thereafter, up to 30 days at which time all equipment, props or effects will belong to the Forest Park Recreation and Leisure Services Department.

17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance or a bond for damages to a person or property that may occur while using any facility of the Forest Park Recreation and Leisure Services Department. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders or selling merchandise specifically agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Forest Park Recreation and Leisure Services against damage that may occur. A certificate of insurance to the facility administrator may be required 30 days prior to the event. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity

18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property upon Lessors premises.

19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Forest Park Recreation and Leisure Services employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Forest Park Recreation and Leisure Services for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Forest Park Recreation and Leisure Services or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity.

20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight and to ship all freight from the building within contracted hours. The lesson will not accept freight prior to the meeting date, and Lessor will not be responsible for any freight shipped to any Forest Park Recreation and Leisure Services.

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs in returning the facility to its condition prior to the lease. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains.

22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Forest Park Recreation and Leisure Services Department.

23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor.

24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Forest Park Recreation and Leisure Services.

25. **Television:** Televised shows or events held on Forest Park Recreation and Leisure Services grounds will be required to pay the current rate for electrician and/or Technician's services. The name "Forest Park Recreation and Leisure Services" shall appear in the credits of any event filmed, but only with prior written approval of the City Manager.

26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency is the sole responsibility of the Lessee.

27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time. Whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local city needs related to forest park activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-canceling party shall have no claim of any character against the cancellation party by reason of such cancellation.

28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law; Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges.

29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a Forest Park Recreation and Leisure Services facility because of an individual's race, religion, creed, sex, national origin or disability.

30. **Additional Regulations and Conditions of Use:** Forest Park Recreation and Leisure Services reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the department, and such regulations shall be binding upon the Lessee.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Facility usage request – Recreation and Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: March 10, 2025

Work Session Date: March 17, 2025

Council Meeting Date: March 17, 2025

Background/History:

The United Way of Greater Atlanta is looking to host a Maternal Health Expo that would feature different types of educational vendors. This event is free to participate and free to attend. This expo will serve as a vital community hub where families can access resources and a supportive network dedicated to ensuring every mother and birthing person thrives.

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

EnterTextHere

Action Requested from Council:

We are asking approval to allow the United Way of Greater Atlanta to use the gym on the 25th of April at no cost.



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
March 16, 2026

Agenda Item #
VI6

Requested By Tarik Maxwell, Recreation and Leisure Director	Sponsor(s)
Department Recreation and Leisure	

Requested Action Action Item
Requirement for Board Action
Summary & Background District 1 Commissioner Ms. Reaves would like to use the 696 Main Street facility to host a district meeting. Some of Forest Park residences are within district 1. This meeting will be held on 4/2/26 from 5:30pm-8pm.
Fiscal Impact N/A
Exhibits Attached Clayton County District 1 Town Hall Meeting, smtp.user@claytoncountyga.gov_20260223_132919
Staff Recommendation Tarik Maxwell, Director of Recreation & Leisure Services, recommends for approval to waive the fees and allow Clayton County Commissioner Ms. Reeves of District 1 to use the facility on Main Street.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Special Facility Use – Recreation and Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: March 9, 2026

Work Session Date: March 16, 2026

Council Meeting Date: March 16, 2026

Background/History:

District 1 Commissioner Ms. Reaves would like to use the 696 Main Street facility to host a district meeting. Some of Forest Park residences are within district 1. This meeting will be held on 4/2/26 from 5:30pm-8Pm

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

EnterTextHere

Action Requested from Council:

We are asking for approval to waive the fees and allow Clayton County Commissioner Ms. Reeves of District 1 to use the facility on Main Street.

CONTRACTS RECEIVED LESS THAN 2 WEEKS BEFORE EVENT DATE WILL BE DENIED

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

School Related: ☐ Yes ☒ No	Time to Enter: 9:30	Time to Leave: 8:00	Date(s) of Use Requested: 4/2/26
Space Requested: ☐ Gymnasium ☒ 696 Main St. ☐ Senior Center ☐ Pavilions	☐ Amphitheater ☐ Football Stadium ☐ Baseball Fields	Day of the Week: ☐ M ☐ F ☒ T ☐ S ☐ W ☐ Su ☒ Th	Admission/Participation Charged? ☐ Yes ☒ No
Name of Group or Organization: District 1 Clayton County Address of Group or Organization: 112 Smith St Jonesboro GA 30236 City State Zip Jordan Moore Contact Person Name Telephone Number 470-370-3645 Email: jordan.moore@claytoncountyga.gov			Nature of Organization: ☒ Government Agency ☐ Religious Group ☐ Civic Group ☐ Profit ☐ Business ☐ Non-Profit ☐ Other (enter Below)
Type of Activity:			

**No Facility will be rented when city offices are closed for official business unless a Forest Park representative is present during the entire rental period. **

I DO HEREBY AGREE THAT I WILL BE RESPONSIBLE FOR THE PROPER USE OF THE FACILITIES INDICATED ABOVE AND AS OUTLINED IN THE
*TERMS/CONDITIONS FOR THE USE OF FOREST PARK FACILITIES. I HAVE ENCLOSED A CERTIFICATE OF INSURANCE AS OUTLINED BELOW.

2/23/26
Date


Signature of Applicant

MAKE CASHIER'S CHECK OR POSTAL MONEY ORDERS PAYABLE TO: FOREST PARK RECREATION AND LEISURE SERVICES

Insurance Certificate	☐ Yes ☒ No			
Applicable Facility Charges	#	Hours	Rate	Total
Facility Use	☐ Yes ☒ No		\$	\$
Maint. Staff	☐ Yes ☒ No		\$	\$
Tech Support	☐ Yes ☒ No		\$	\$
Security	☐ Yes ☒ No		\$	\$
Equipment	☐ Yes ☒ No		\$	\$
Total Due \$				

Prior to using the facilities, groups not directly related to the city must provide a certificate of insurance indicating liability coverage in the amount of at least one million dollars (\$1,000,000.00) per occurrence general aggregate. This certificate holder and as an additional insured for the duration of the group's use of the facility as specified above. For sports related activities the certificate must contain a statement that no "athletic participants" are excluded on the liability insurance. You may obtain this insurance from any insurance agent of your choice.

DO NOT SIGN BELOW THIS LINE FOR FPRLS EXECUTIVE STAFF ONLY

Director Signature: _____	Date: _____	Phone Number: _____
Application Approved ☐ Yes ☒ No	Fee Waiver ☐ Yes ☒ No	Reduced Fees (1/2) ☐ Full Fees ☐

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

1. **Utility:** Lessor will furnish air conditioning, heating, and lighting, which in its sole opinion, are adequate with respect to the intended use under this lease. Lessor will furnish custodial services as it may deem necessary. If the Lessee wishes to do its own cleanup, and this is approved by the facility administrator, no custodial charge will be assessed, otherwise Lessee will be charged for custodial service. Extra costs incurred by excessive electrical requirements will be paid by the Lessee. The failure to furnish air conditioning, heat, lights, or custodial service shall not abrogate this agreement and shall not entitle the Lessee to any rebate on the rental costs. JM
2. **Weapon:** No weapons of any type are allowed at any time on any facility, grounds, or property belonging to Forest Park Recreation and Leisure Services. All persons, bags, packages, etc. are subject to search at any time. JM
3. **Search:** All Persons are subject to search, including but not limited to, person, bags and parcels. JM
4. **No Smoking:** SMOKING IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 16-12-2. JM
5. **Alcohol Use:** POSSESSION OF BEVERAGE ALCOHOL IS PROHIBITED on Forest Park Recreation property by the Official Code of Georgia 03-03-211. JM
6. **Objectionable Material:** Lessor reserves the right, through its administration, to remove any objectionable party/parties from the building or grounds, and upon an exercise of this authority, through any of its committees, agents, or policemen. To the extent permitted by law, Lessee hereby waives any and all claims for damages against Forest Park Recreation in the event of such an occurrence. JM
7. **Explosive Hazards:** No person shall be permitted to bring to the building or grounds or keep herein anything which shall increase the rate of fire insurance on the buildings or on any part of property therein. Such items as gasoline, explosives, oils, or any other artificial lights shall not be permitted in the buildings or on the grounds without the consent of Lessor in writing. The Forest Park Recreation reserves the right to limit the number, amperage, and wattage of lights, fixtures, or equipment for any event. All decorative material must be flame-proof before it is taken in the building or on Lessor grounds. After unpacking all boxes, cartons, etc., packing and wrapping must be replaced in boxes and removed. JM
8. **Public Safety:** Nothing contained in this Lease shall be construed to prohibit the Department of Public Safety, Health Department, Police Department, Fire Department, or any department of the City of Forest Park, its agents or employees, from entering the leased premises for the purpose of discharging their lawful duties. The sidewalks, passageways, halls, stairways, seating and exits specifically shall not be obstructed by the Lessee or any other person. JM
9. **Contracts:** Forest Park Recreation reserves the right to review any contracts between Lessees and other parties involved in using any Forest Park Recreation and Leisure Services facility. JM
10. **No Sub-leasing:** No portions of the buildings or grounds shall be leased or sublet out by Lessee without the consent, in writing, by Lessor. The buildings or grounds shall not be used by Lessee for any purpose whatsoever except as herein set out. JM
11. **Leased Space:** This contract does not cover any space or accommodations other than those checked on the "Forest Park Recreation and Leisure Services Facility Use Contract". JM
12. **Contracted Time of Use:** All facility use charges are calculated from the time the facility is opened until it is closed. All cashier's checks/Postal Money Orders are to be made payable to "Forest Park Recreation and Leisure Services". All rentals are to be paid in advance for school facilities. JM
13. **Cancellation:** In the event of inclement weather or other circumstances where Forest Park Recreation are closed, all facilities will also be closed. This decision is made by City of Forest Park officials and not by Lessees. JM
14. **Advertising:** No advertising or publicity about any event which would name a Forest Park Recreation and Leisure Services facility shall be distributed prior to the payment and approval of a Facility Use contract. JM

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

15. **Supervision:** Lessor is required to provide a building supervisor for the leased facility. Lessee shall maintain. at the leased facility a contact person who shall remain in attendance until the event is completed and who shall be responsible for any communications between the Lessee and those in attendance. All security arrangements shall be made through the Forest Park Recreation and Leisure Services Department will determine the number of personnel required to police the event before the contract is approved. JM

16. **Equipment Removal:** Lessor reserves the right to move from the building all property remaining in the building. after the time specified in this agreement, or to charge the Lessee \$100 for the first day and \$25 per day. thereafter, up to 30 days at which time all equipment, props or effects will belong to the Forest Park Recreation and Leisure Services Department. JM

17. **Insurance Requirements:** Lessor reserves the right to require Lessee to provide adequate liability insurance. or a bond for damages to a person or property that may occur while using any facility of the Forest Park Recreation and Leisure Services Department. Failure to secure said insurance or bond will cause the Lessee to forfeit the use of the facility. Commercial Lessees and/or Lessees charging admission, taking orders or selling merchandise specifically. agree to carry comprehensive, liability insurance with a company authorized to do business in Georgia of not. less than \$500,000 for bodily injury to any one person and \$1,000,000 for bodily injury from any one accident and \$100,000 for property damage for any one accident to protect Lessee and Forest Park Recreation and Leisure Services against damage that may occur. A certificate of insurance to the facility administrator may be required 30. days prior to the event. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity JM

18. **Liability:** To the extent permitted by law, the Lessee herein shall be liable for any and all damages caused through its own acts or the acts of any of its employees or agents or anyone visiting the building or grounds upon the invitation of the said Lessee, caused to the building or any portion thereof, or to persons or property. upon Lessors premises. JM

19. **Indemnity:** To the extent permitted by law, the Lessee agrees to hold harmless the Forest Park Recreation and Leisure Services employees, agents or volunteers from any and all damages to persons or property during the use of said building, grounds, and equipment, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. To the extent permitted by law, Lessee agrees to indemnify and pay to the Forest Park Recreation and Leisure Services for any damages to its property resulting from the use of said building, grounds or equipment which may be made against the Forest Park Recreation and Leisure Services or its agents, for property damage or personal injuries sustained by any persons, including Lessee and Lessee privies, which may result from the use of said building, grounds or equipment by Lessee, unless it is determined by a court of competent jurisdiction that such damage to persons or property was directly caused by the negligence of Forest Park Recreation and Leisure Services employees, agents or volunteers. Note: This clause does not apply to local, state and federal government or municipalities that are covered by sovereign immunity. JM

20. **Freight Deliveries:** Lessee agrees that when any part of the buildings or grounds is used for a meeting which. requires freight to be shipped to the facility, that the Lessee will employ an approved agent to receive all freight. and to ship all freight from the building within contracted hours. The lesson will not accept freight prior to the meeting. date, and Lessor will not be responsible for any freight shipped to any Forest Park Recreation and Leisure Services.

FOREST PARK RECREATION AND LEISURE SERVICES FACILITY USE CONTRACT

Terms and Conditions (Please initial each Term/Condition)

21. **Care of Facility:** Lessee accepts the building in good order and repair, and agrees to return it to the Lessor in the same condition, normal wear excepted. Lessee agrees to reimburse Lessor for any expenses Lessor incurs.

in returning the facility to its condition prior to the lease. No nail, tacks, staples, brads, or other things shall be driven into any portion of the building, and no changes, alterations, repair, painting, staining, or doing anything that will change the finish, appearance, or contour of the building, will be permitted without the written consent

of the Lessor. Use of any type of cohesive tape is prohibited. Nothing, including pins, shall be attached to any curtains. JM

22. **Equipment Rental:** All technical equipment furnished as a part of this agreement shall be operated by personnel approved by Forest Park Recreation and Leisure Services Department. JM

23. **Animals:** No animals, other than medically required service dogs, shall be brought into any building without the express consent of the Lessor, and then under such regulations as may be made by Lessor. JM

24. **Food and Beverages:** No food or other edibles, drinks, or novelties shall be given away free or sold in any building or grounds by Lessee unless authorized by Forest Park Recreation and Leisure Services. JM

25. **Television:** Televised shows or events held on Forest Park Recreation and Leisure Services grounds will be required to pay the current rate for electrician and/or Technician's services. The name "Forest Park Recreation and Leisure Services" shall appear in the credits of any event filmed, but only with prior written approval of the City Manager. JM

26. **Copyright:** Fees levied for the playing and/or performing of music or performing scripts under copyright to any licensing agency is the sole responsibility of the Lessee. JM

27. **Cancellation:** Lessor and Lessee each reserve the right, without notice, to cancel this lease at any time whatsoever, if, in the determination of such party, cancellation is necessary to protect the health, welfare, morality, or safety of the public. Lessor reserves the right, without notice, to cancel this lease at any time. Whatsoever, if, in the determination of Lessor, the premises are used for any purpose other than that specified in this lease, or if the facilities and premises would be adversely affected by tenant's use, such adverse use not being contemplated upon the execution of this lease or due to local city needs related to forest park activities. Lessor and Lessee shall each make every reasonable effort to give the other party prior notice of any such cancellation. In the event of cancellation by Lessor, money paid on account of Lessee allocable to any time or event during or for which Lessee does not have the use of the premises by virtue of cancellation, shall be refunded to Lessee within a reasonable time. It is expressly agreed that in the event of a cancellation of this contract by either party, the non-canceling party shall have no claim of any character against the cancellation party by reason of such cancellation. JM

28. **Contract Termination:** Lessor reserves the right at any time to order out any person, animal, furniture, fixtures, wiring, exhibits, or other things, and to terminate this contract without notice or liability for its so doing. To the extent permitted by law; Lessee specifically agrees to hold Lessor harmless for any such cancellation. Lessor agrees to provide a prorated refund to Lessee within a reasonable time after cancellation. Such refund shall be determined by dividing the total number of hours actually used for the event by the number of hours originally scheduled, then multiplying that number by the total charges. JM

29. **Prejudice:** Lessee shall not restrict participation in an activity or event taking place at a Forest Park Recreation and Leisure Services facility because of an individual's race, religion, creed, sex, national origin or disability. JM

30. **Additional Regulations and Conditions of Use:** Forest Park Recreation and Leisure Services reserves the right to impose any additional rules or regulations, or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the department, and such regulations shall be binding upon the Lessee. JM



City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a new contract for Ambulance EMS Billing Collections Services with Trinity EMS Consultants: Procurement/Fire & EMS Services

Submitted By: Procurement

Date Submitted: 3-9-2026

Work Session Date: 3-16-2026

Council Meeting Date: 3-16-2026

Background/History:

Since 2022, The Fire and EMS Department has partnered with Trinity EMS Consultants (TEMS) to provide patient billing collection services. This is a revenue-generating contract, and TEMS receives 6% monthly fee of total collections. They will continue to offer a customer-based service that is easy to work with for our patients and carry out our billing for ambulance transport. Additionally, they provide training to our crews and administration on how to maximize the information gathered for ease of billing. We have had a higher return in billing collections and overall customer satisfaction with TEMS. This will be an annual contract with four (4) annual renewal options.

General Fund 100-60-3610-52-3900

Action Requested from Council: Approval a new contract for Ambulance EMS Billing Collections Services with Trinity EMS Consultants

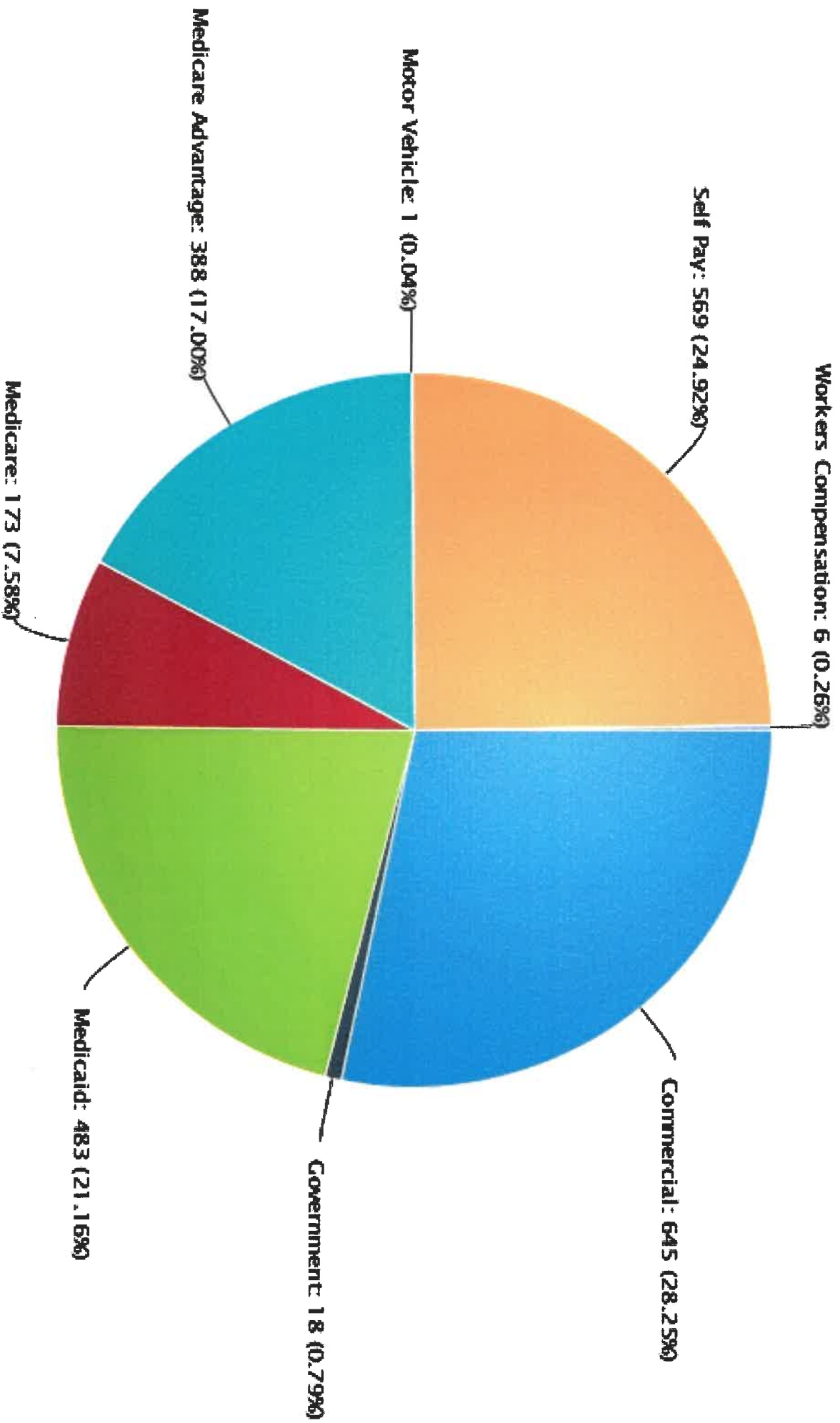
Cost: \$ 6% Monthly Fee from all funds collected

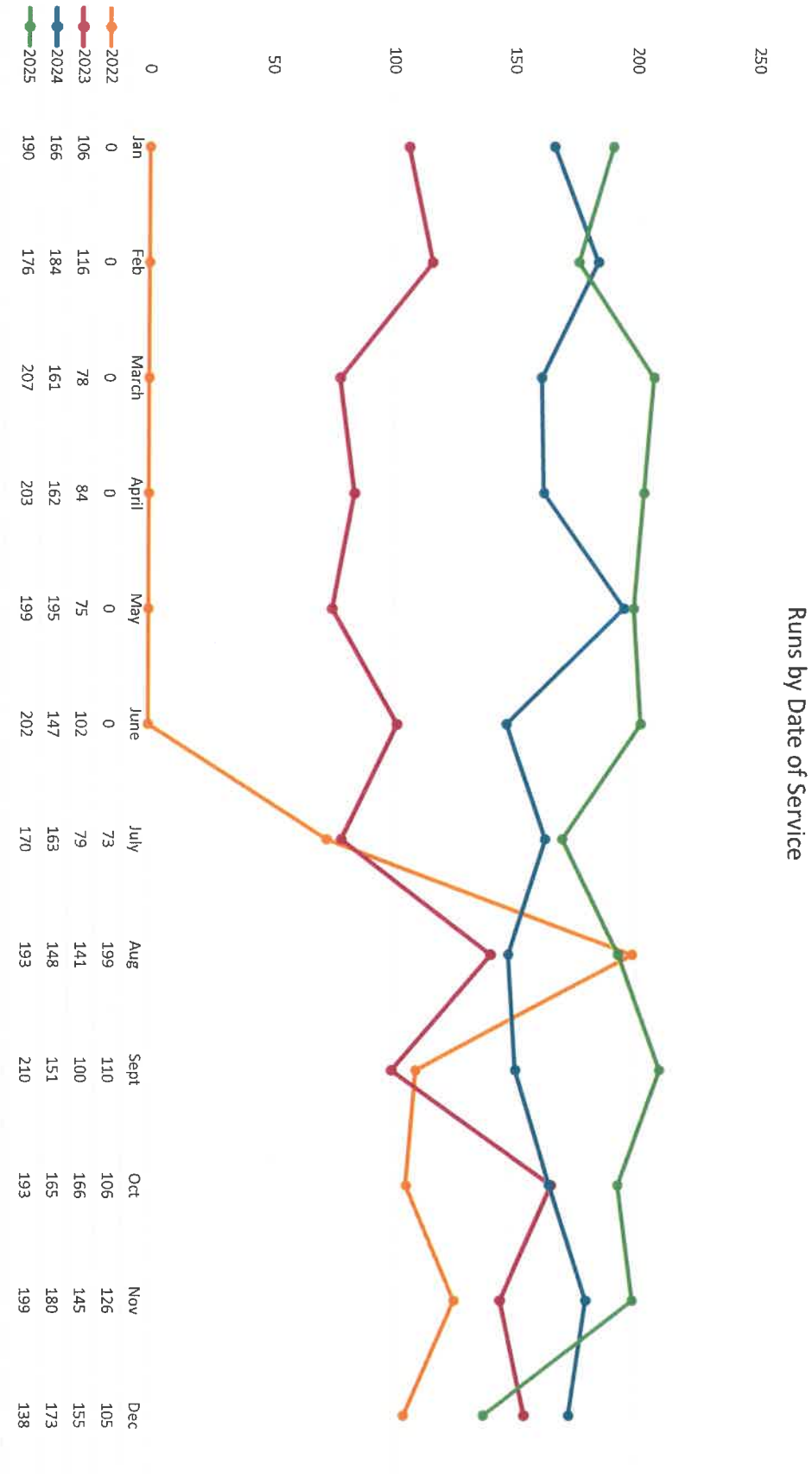
Budgeted for: X Yes No

Financial Impact: General Fund 100-60-3610-52-3900

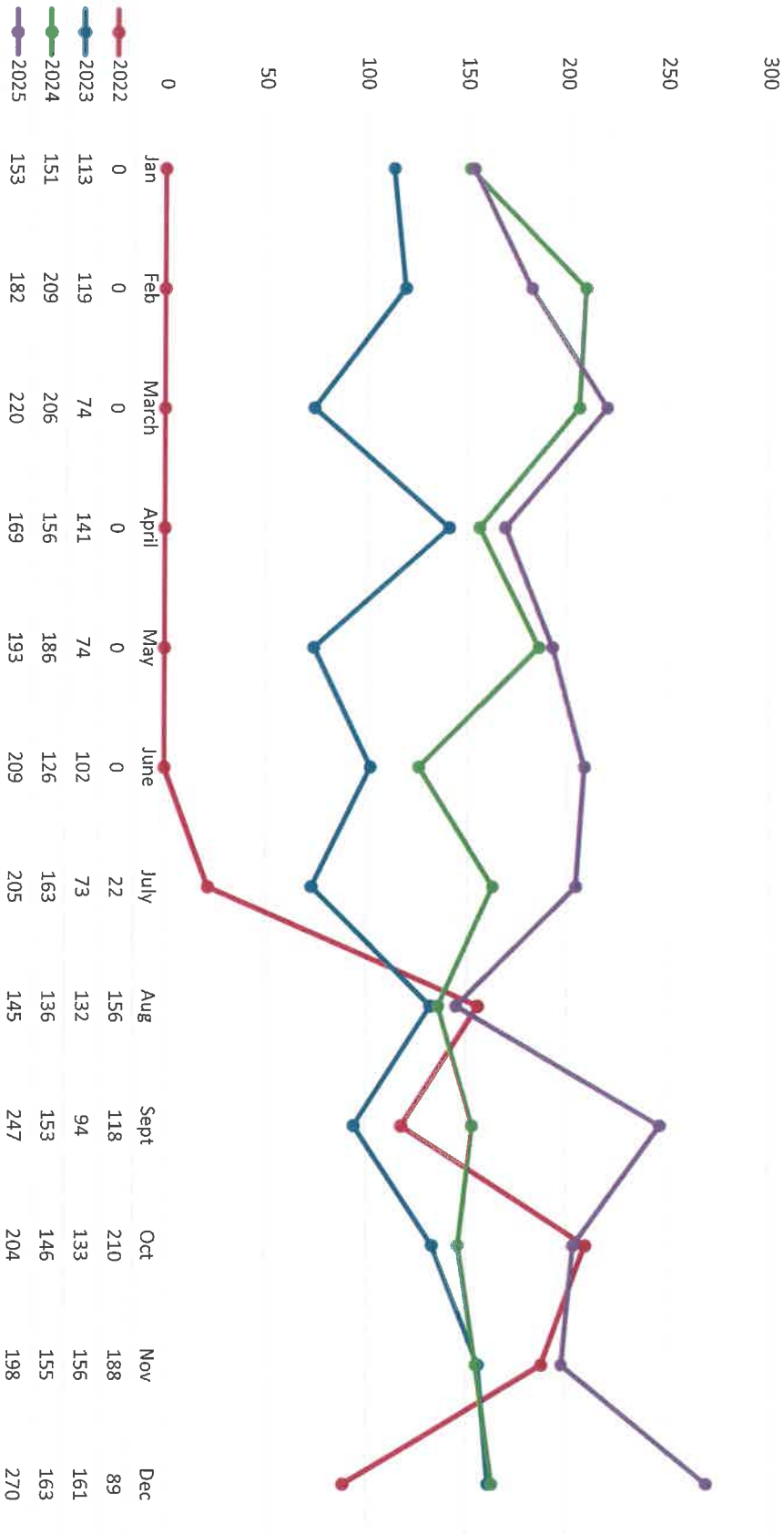
Payer Mix

City of Forest Park

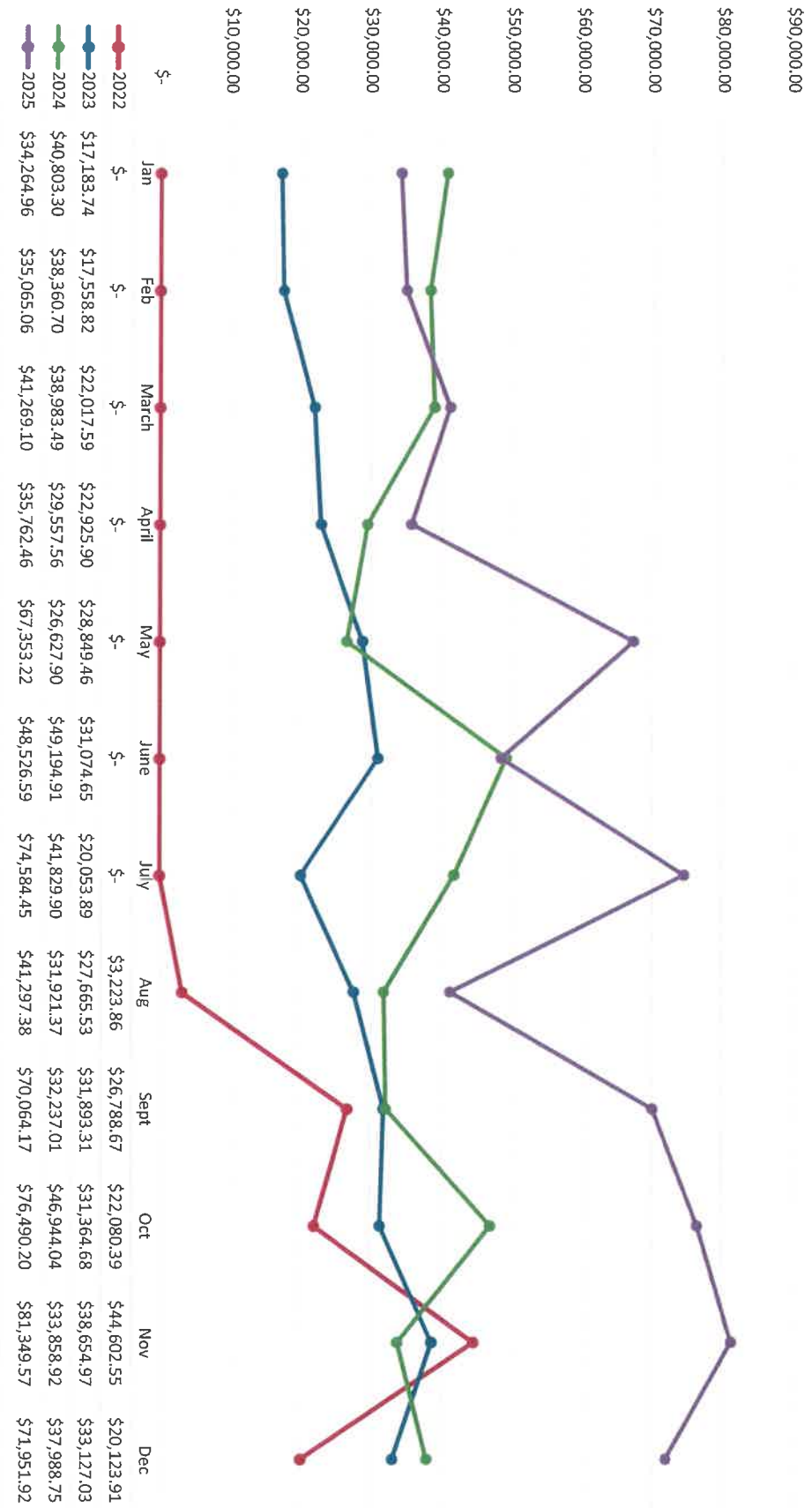




Number of Runs by Month Received by Billing



Payments Per Month



Total Incidents Received by Average per													
Year	Billing	Month	Total Payments	Average per Month	Total Adjustments	Average Per Month	Total Charges	Average Charge Per Call	Average Cash Per Call	Collection Rate	Adjusted Collection Rate		
2022	783	130.50	\$ 116,819.38	\$ 9,734.95	\$ 160,394.35	\$ 13,366.20	\$ 531,572.25	\$ 678.89	\$ 149.19	21.98%	31.5%		
2023	1372	114.33	\$ 322,369.57	\$ 26,864.13	\$ 564,627.86	\$ 47,052.32	\$ 1,152,965.85	\$ 840.35	\$ 234.96	27.96%	54.8%		
2024	1950	162.50	\$ 448,307.85	\$ 49,811.98	\$ 1,158,747.85	\$ 96,562.32	\$ 1,711,269.45	\$ 877.57	\$ 229.90	26.20%	81.1%		
2025	2395	199.58	\$ 677,979.08	\$ 75,331.01	\$ 1,263,700.23	\$ 105,308.35	\$ 2,136,035.35	\$ 891.87	\$ 283.08	31.74%	77.7%		



I. BUSINESS FIRM AND BACKGROUND

I. ABOUT US

Trinity EMS Consulting Services, LLC, (TEMS), headquartered in Hinesville, GA, is a leading provider of EMS medical transportation billing and compliance consulting to the private and public EMS sector. TEMS brings significant benefits to our clients with a decade of medical billing experience, electronic claims processing, audit, and operations, as well as working with City 911 services. Along with that billing experience, our leadership has over a decade of private EMS ownership. This combined experience offers our clients a dual perspective from both the technical EMS billing procedures and from the operational basis of an EMS provider. We understand the importance of accuracy, timeliness, compliance, and diligent follow-up. Our team is dedicated to our mission and vision and is versed in EMS billing and electronic patient records.

II. MISSION STATEMENT

Building a leading medical billing and consultative service, meeting the industry standard for compliance, reconciliation, reimbursement, and customer service excellence by committing ourselves to provide superior quality, which meets or exceeds our customers', and employees' expectations.

III. STRATEGIC VISION

TEMS Billing & Consulting is a company focused on serving public and private EMS services while providing tailored and personalized attention to our clients. We believe in efficient, measurable, and transparent operations through custom reporting, open communication, personal billing representatives, and a continuous training approach.

IV. COMPANY CULTURE AND POLICY

Every employee is equally important to us, and we are committed to attracting and retaining quality employees. Our success depends upon a cooperative relationship between Trinity EMS Consulting Service and our employees. Our goal is to foster a family-first atmosphere with a spirit of teamwork, support, and accountability to serve our clients.

V. EQUAL EMPLOYMENT OPPORTUNITY

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all our employment practices (including, but not limited to, selection, hiring, promotions, transfers, training, and compensation). TEMS prohibits discrimination, harassment, and retaliation in employment based on race, color, religion, national origin, sex, pregnancy, childbirth, (or any related medical conditions), age, disability, handicap, citizenship status, or any other category protected by federal, state, or local law. Violation of this policy may result in disciplinary action, up to and including immediate termination.



Company ID Number: 1319328





VI. DRUG-FREE WORKPLACE

Our policy formally and clearly states that the use of illegal drugs, the illegal use of legal prescription drugs, or the abuse of alcohol will not be tolerated. As a means of maintaining our policy, we have implemented pre- employment and active employee drug testing.

VII. LEADERSHIP

Brian D. Haney BBA, EMT-I | CEO

770.361.6363 | brian@temsconsultants.com

Brian Haney has 30 years of diverse experience in the business, tradesman, and emergency response arenas. Earning his Bachelor of Science degree in Professional Administration, he began his career with a fortune fifty company, BellSouth. Later, and 5 years into his Rockdale City fire-fighter career, he opened a medical transport company (2011), LifeCare EMS of Georgia, and in 2015, Trinity EMS Transport, with a focus on ALS. In addition, as the owner of Trinity EMS Billing & Consulting (TEMS), Brian knows first-hand the facets of EMS transportation and the importance a billing company plays to providers. Brian is passionate about creating a diverse working environment that embraces teamwork, proactive communication, and education. He enjoys sharing insights and lessons learned with EMS providers and wants to raise awareness of employee shortages and help other EMS providers refine processes to improve patient care, efficiency, and cash flow.

Christina Brant Paralegal, CAC, CACO, CAFO, CADS NAAC00010122 | COO

762.772.0434 | christina@temsconsultants.com

As a foundational member of our team, Christina has extensive experience and knowledge in the EMS billing industry. Christina began her EMS billing career by billing for several city ambulance services and was promoted to a supervisory and executive-level position. Christina's strengths are Medicare compliance and claim denial troubleshooting; she has a vast knowledge of the Medicare program guidelines as they pertain to the EMS industry, along with private insurance. Christina is passionate about client relations and maximizing revenue for the services she works with, as well as empowering the TEMS billing team. She is resolute and takes accountability for every claim and for each of our clients and team members.

Jennifer Cox CAC, CAPO, CAFO NAAC00017949 | Privacy Officer

912.255.2135 | jennifer@temsconsultants.com

Jennifer has been with TEMS since 2019. She has widespread experience with both North Carolina and Georgia ambulance billing. She began her career with TEMS, working with our private EMS clients, and has moved up within our company through a commitment to compliance and meticulous attention to detail. Jennifer is dedicated to maintaining HIPAA compliance across our company and for our clients.



II. SERVICE APPROACH

I. CODE OF CONDUCT

TEMS expects the highest possible standards of integrity and conduct in all matters. True partnership with our clients is our mantra, supported by the following Code of Conduct:

- We put you, the customer, first. Your concerns are taken very seriously, with an appropriate sense of urgency. This means listening intently, making notes, and confirming understanding before acting. Issues that are unable to be resolved immediately will be escalated to a manager for timely resolution.
- We embrace challenges instead of reacting defensively, we commit to resolving your issue or request with urgency, clarity, and to your complete satisfaction.
- We provide honest responses and do not make promises we cannot keep. We will deliberate carefully before making commitments or promises because we understand nothing annoys customers more than a broken one.
- We conduct ourselves with integrity.
- We demonstrate our thorough knowledge of EMS services so that we can address your unique situation with optimal solutions. We make sure you have all the information you need to get the best experience.
- and value from our partnership.
- Our team will inform you of our unique approaches, client support systems, feedback channels, and other important avenues for maximizing your experience with us.
- We treat all information received from you as proprietary to benefit our partnership and maintain patient rights under HIPAA guidelines.

II. CUSTOMER RELATIONS

Our Customer Service Policy has been established to be reflective of our shared values: INTEGRITY, EMPATHY, CUSTOMER CARE, PASSION and EDUCATION, TEAMWORK. The most important part of any process is the people who participate in it. We have a team of professionals who are devoted individuals, a continual hiring and training flow, and an accountability system of checks and balances that create a positive workflow that is successful and backed by strong leadership and education.

- We take utmost care to ensure that we provide our services efficiently, courteously, and to a high standard.
- We understand that complaints may occur. A complaint, however, it is made, will be investigated, resolved, and used to improve our standards of service.
- We strive to meet regularly with our clients to review any issues they might be having. We truly see our client relationship as a partnership driven by communication, training, transparency, and accountability.
- We employ NAAC-trained CACO, and COPO as well as CAC-trained leads and billers who certify each process.
- TEMS Employs Certified Ambulance Coders through the National Academy of Ambulance Compliance (NAAC) (CAC)
- TEMS takes a community approach and takes part in Leadership and Teaching Conferences,



subscribes to CMS site changes, and regularly researches these changes.

- Our clients work with a personal billing lead assigned to their account.
- TEMS has a full database of reports that meet the requirements outlined in the PROPOSAL which are available by request or accessible by the client at any time through our cloud-based billing software.
- End of Month reporting will be provided to the city within five business days of the close of the previous month or as requested.

III. TRAINING OF EMS PERSONNEL

- TEMS will provide in-depth documentation and compliance training to include handouts and visual aids.
- TEMS personnel will be available to answer questions regarding compliance issues if any are found.
 - TEMS employs NAAC-certified CACO and CAPO officers to help identify and resolve documentation and compliance issues.

III. BILLING

I. SOFTWARE

TEMS utilizes Image Trend's Billing Bridge software, which seamlessly integrates with the state reporting software of ImageTrend Elite. Billing Bridge is a secure cloud-based software that allows us to provide our clients with 24-hour access to all their current billing information and includes secure messaging within the site for file transfers.

Alternatively, TEMS also utilizes Microsoft Teams and email with secure encryption for HIPAA-compliant messaging and file sharing. A Microsoft Team will be established for the city during the onboarding, which can be used for real-time communication, file sharing, and collaboration.

II. OVERVIEW

We attempt to maintain a consistent, complaint billing process and rigorous standards across all clients. All invoices and claims will be prepared in accordance with the rates established by the city and will be compliant with all applicable laws, including CMS, and the Fair Debt Collection Practices Act. A brief overview of those steps is as follows:

- Transport is completed by the city.
- PCR is completed by the medics on the call.
- Onsite QA is completed by the city.
- Billing software syncs daily, M-F, with ePCR software and imports PCR data.
- TEMS billing team accesses new invoice data and prepares claims for processing
- Patient data and insurance searched/verified through payer portals and Availity RCM.
- Appropriate signatures and required documentation are verified to meet compliance standards.
- The claim is coded, billed, and queued to be sent to insurance.
- Private pay invoices are issued a first contact letter.
- A minimum of 10% of all claims processed daily are reviewed again by a supervisor before extraction to the clearing house.
- All clean and completed claims are extracted to insurance payers electronically daily.
- The Availity RCM clearinghouse gives claims a final scrub before transferring the claims to payers.



- Denials and claim rejections are worked on daily.
- Payments are deposited directly into the city's account, and remittance advice is received by TEMS to be posted to the appropriate open invoices.
- Statements are printed and mailed monthly, requesting any outstanding patient responsibility.

III. FUNDS COLLECTED

- All funds are deposited directly into the city's designated account.
- We strive to have all insurance payors remit ACH payments directly to your account.
- Payments (hard copy checks) received in the provided lock box will be deposited into the city account.
 - Copies of those payments and deposit slips will need to be uploaded into the designated secure portal decided on for information sharing.
- All refunds required will be requested by TEMS with the use of a refund request form with appropriate documentation.

IV. COMPLIANCE STATEMENT

The term "Compliance" as used in the ambulance industry means a provider or supplier's attempt to act within the scope of the laws, rules and regulations that govern the provision of ambulance services. But what it means is that your billing of Federal, State, and private insurance is accurate, complete, and correct, because while you can provide service at any level to anyone, you cannot always bill for that level or that patient. Proper documentation and knowledge of the patients' conditions are key elements to an effective and appropriate billing process.

In our attempt to ensure that our claims are paid appropriate to the level of care and service rendered, we follow the Center for Medicare and Medicaid Services' (CMS's) Model Compliance Program for Ambulance Billing that was published in the Federal Register on March 24, 2003. The goal of our Compliance Program is to make sure that the billing for ambulance services is true and correct so that we are paid for the appropriate transport at the appropriate level of service. It is always best to be paid appropriately first rather than having to deal with overpayments and refunds.

Trinity EMS Consulting Services, LLC will exercise due diligence in making sure billing is done in compliance with all Federal and State laws, rules, and regulations. However, Trinity EMS Consulting Services, LLC is dependent on accurate, complete, and correct information from your employees/EMTs/Paramedics. We will attempt to assess risks and deficiencies in the reporting and documentation. Based on our Compliance Program, we will inform your employees if we find any errors, omissions, deficiencies, or risks thereof in their documentation and will work diligently to train and educate your staff. You attest that you will NOT work with third parties (nursing homes, hospitals, or others) or employees whom we feel are intentionally attempting to omit, alter, conceal, or misstate pertinent health information. If you become aware of any such circumstance, you will immediately terminate your relationship with that entity or employee.



V. SCOPE OF WORK

I. CONTRACTOR RESPONSIBILITIES

The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements, and past due statements. Billing will be completed within two (2) business days of receipt of the electronic file from the Client.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable), and HCPCS codes. Claims containing adequate documentation for processing shall be filed by the Contractor within two (2) business days of receipt of the electronic file from the Client.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as "direct" transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes. Initial claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
5. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.
6. The Contractor will post all payments, denials, and contractual write-offs within two (2) business days after receipt of such from the Client.
7. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
8. The Contractor will apply for appropriate prior authorizations as needed to bill insurance correctly.
9. Within five (5) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities are closed as to the calendar month and the Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
10. The Contractor will furnish all postage, stationery, and phone service used to bill and collect accounts.
11. The Contractor will furnish toll-free telephone lines for patient inquiries concerning accounts.
12. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means and will be returned to the Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
13. The Contractor will comply with any HIPAA-compliant requests for medical records from third parties. There will be no fee to the Client for this service. All fees for such copying and mailing expenses will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of the Contractor.
14. The Client, or their authorized representatives, will have the right to audit their billing records upon



request, during normal business hours. The Contractor will make these records available, provide adequate space, and assist in any way possible with any request to audit these records.

II. CLIENT RESPONSIBILITIES

1. The Client will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Client will make every effort to ensure that the Client's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Client will electronically transmit billing and trip report information from the Imagetrend Elite field software to the Contractor daily on normal business days.
4. The Client shall collect and submit to the Contractor **copies** of PCS Forms, HIPAA acknowledgment forms and other documentation that may be required to bill for services or apply for needed prior authorizations. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
5. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.
6. The Client will submit to the Contractor **copies** of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.

III. LIMITATIONS OF LIABILITY

1. The Contractor shall always take due diligence to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor, during the training of the Client's employees, shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third-party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees, and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage, or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.
3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true, and accurate information or documentation that could cause a violation of any Federal or State healthcare.



reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true, and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or “medical necessity.” Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as “uncovered services” for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.

4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees thereof and shall hold the Client harmless from any and all such payments.

IV. CONFIDENTIALITY

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor’s employees are fully trained and are aware that whether you read, see, or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employees and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
 - a. Comply with the HIPAA Privacy Policy.
 - b. Protect and respect the privacy of patients and their information.
 - c. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a “need to know.”
 - d. Keep information confidential and do not disclose it to others, including employees, patients, and patient’s family members unless properly authorized.
 - e. Refrain from conversations about information protected by the Privacy Policy.
 - f. Refer all requests and inquiries for confidential information to those who are responsible for the release of information.
4. The Contractor’s employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation, and/or contractual rights with the Contractor.
5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor’s proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.



Billing Service Agreement

This Billing Service Agreement is made and entered into on this ___ day of _____, 202 by and between:

- (a) City of Forest Park, is located in Forest Park, GA, hereinafter referred to as "Client"), and
- (b) Trinity EMS Consulting Services, LLC, hereinafter referred to as "Contractor."

Subject to the specific terms and conditions stated below, the purpose of this Agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Client.

I. Contractor Responsibilities: The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements, and past due statements.
2. Clean reports that meet state and federal compliance regulations will be filed within two (2) business days of receipt of the electronic file from the Client.
 - 2.1. Client may request that claims be held for deductibles or patient responsibilities to be met.
 - 2.2. Requests for held claims must be received in writing (electronically or via mail)
3. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable), and HCPCS codes.
4. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as "direct" transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes.
5. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes.
6. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.
7. The Contractor will apply for appropriate prior authorizations as needed to bill insurance correctly.
8. The Contractor will post all payments, denials, and contractual write-offs within five (5) business days after receipt of such from the Client.
9. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
10. Within five (5) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities are closed as to the calendar month, and the Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
11. The Contractor will furnish all postage, stationery, and phone service used to bill and collect accounts.



12. The Contractor will furnish toll-free telephone lines for patient inquiries concerning accounts.
13. In the event the Contractor is notified of a required refund, the Contractor will notify the Client and provide appropriate documentation to reconcile those refunds if repayment is necessary.
 - 13.1. The Contractor will attempt an appeal of any such overpayment assessment if the funds are paid correctly to the Client.
 - 13.2. In no event shall Contractor be liable to Client or any third-party payers for overpayment unless said overpayments are caused by Contractor's error.
14. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means and will be returned to the Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
15. The Contractor shall not collect any money belonging to the Client. All payments will be submitted or deposited directly to the Client. The Client shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting.
16. Contractor will comply with any HIPAA-compliant requests for medical records from third parties. There will be no fee to the Client for this service. All fees for such copying and mailing expenses will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
17. The Client, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space, and assist in any way possible with any request to audit these records.

II. Client Responsibilities:

1. The Client will be responsible for maintaining compliance with all rules and regulations of applicable state and federal laws. The Client will obtain appropriate and accurate billing and medical trip information.
1. The Client will ensure that the Client's ambulance service employees adequately document all ambulance trips.
2. The Client will electronically transmit billing and trip reports to the Contractor daily on normal business days.
3. The Client shall collect and submit to Contractor copies of PCS Forms, HIPAA acknowledgement forms, and other documentation that may be required to bill for services.
 - 3.1. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
4. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.
5. The Client will submit to the Contractor **copies** of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail, and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.
6. In the event Client receives a request for a refund or is assessed an "overpayment" by any payer. Client must notify Contractor of such in writing with a copy of the request/assessment within five (5) business days.



- 6.1. Additionally, Client hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment.
- 6.2. Contractor shall have no liability for any portion of any overpayment or refund if Client fails to give notice or allow participation in appealing these claims under this section.

III. Fees and Conditions:

1. The Contractor will provide all services as outlined for a monthly fee of 6 % of all funds collected by the Contractor on behalf of the Client.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of receipt of the invoice by the Client. There will be a 5% late penalty assessed monthly for any balance not paid within 10 days.
3. There shall be no funds due Contractor beyond said terms above for work listed within this agreement. Nor will there be any funds due on those accounts that are written off or uncollectible.
4. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement.
5. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Client and therefore shall not be supervised by the Client but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this agreement.
6. The Client is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Client will be kept separate from those of other clients.

IV. Term, Termination, and Renewal:

1. The initial fixed term of this agreement shall be one (1) year, which term shall start on the date of execution of this agreement by the parties and each of them.
2. Thereafter, this agreement will automatically renew for successive twelve (12) month periods (each a "Renewal Term") unless written notice of cancellation is received by the other party thirty (30) days prior to expiration.
 - 2.1. There shall be no more than 4 automatic Renewal Terms unless agreed upon in writing by both parties.
3. Either party may terminate this agreement upon 90 days' written notice to the other party, with the intent to terminate.
4. Unless the following provisions are met, failure to provide a ninety (90) day written notice of termination by the Client will constitute default of this agreement. In the case of default, the Client agrees to pay all current fees through the date of termination as well as an additional Fifty Dollars (\$50.00) per ticket for all tickets submitted to the Contractor over the past 30 days.
 - 4.1. If the Contractor has committed a material breach of the contract, the Client must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Client may terminate the contract on 30 days' notice without penalty.
5. If the Client has committed a material breach of the contract, the Contractor must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Client fails to correct the breach within a reasonable time to cure, the Contractor may terminate the contract on 30 days' notice without penalty.



6.

V. Limitations of Liability:

1. The Contractor shall always take due diligence to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third-party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter “the Indemnified Parties”) harmless from and against any and all liability, loss, damage, expense, claims, attorney’s fees, and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor’s performance under this Agreement and the actions of Contractor and its employees, agents, or contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage, or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.
3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true, and accurate information or documentation which could cause a violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true, and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or “medical necessity.” Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as “uncovered services” for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.
4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees thereof and shall hold the Client harmless from any and all such payments.

VI. Confidentiality:

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor’s employees are fully trained and are aware that whether you read, see, or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employees and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of



- every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
 - 3.1. Comply with the HIPAA Privacy Policy.
 - 3.2. Protect and respect the privacy of patients and their information.
 - 3.3. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a “need to know.”
 - 3.4. Keep information confidential and not disclose it to others, including employees, patients, and patients’ family members unless properly authorized.
 - 3.5. Refrain from conversation about information protected by the Privacy Policy.
 - 3.6. Refer to all requests and inquiries for confidential information to those who are responsible for release of information.
 4. The Contractor’s employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.
 5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor’s proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.
 6. The Client understands that as the covered entity they are responsible for complying with all applicable State and Federal regulations regarding privacy including but not limited to HIPAA.

VII. Data Center/Data Hosting Option:

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor will not be offering data hosting. In the event of previously data hosting by the Contractor for the Client the following additional terms apply to and supersede any other terms of this Agreement:

1. All software which may have been previously provided to Client was provided for use only and is not permanently licensed to or owned by Client. Access to the system will be terminated, and clients may not be permitted to view or access said data through the system.
 - 1.1. Contractor will provide back-up data to Client upon request.
2. Liability: It is agreed and understood that any previous Data Center option was administered through a third party, at their location and upon their terms and conditions of use. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and the client hereby agrees to indemnify and hold harmless Contractor for any such loss.
3. Third Party Vendor: It is agreed and understood that third party vendor/Data Center is not an agent or partner of, nor is it in a joint venture with, Contractor.
4. Security: Contractor shall require of third-party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law.
5. Contractor shall not be responsible for violation of said security requirements and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.



VII. General Provisions:

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or affecting the contractual obligations contained herein.

Executed this _____ day of _____ 202_.

CONTRACTOR:

Trinity EMS Consulting Services, LLC

By: _____

Name: _____

Title: _____

CLIENT:

City of Forest Park, Georgia

By: _____

Name: _____

Title: _____



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
March 16, 2026

Agenda Item #
VI8

Requested By

Jereme Patterson, Deputy Finance Director

Sponsor(s)

Talisa Adams, Procurement Manager

Department

Finance

Requested Action

Purchase

Requirement for Board Action

Summary & Background

The City of Forest Park utilizes the OpenGov system to support the centralized management of key financial, procurement, and operational functions. These functions include citywide budgeting, procurement e-solicitations, contract administration, and records management for goods, services, and project requests.

The OpenGov platform also supports public-facing services, including business license and property tax processing, and provides asset management capabilities used daily by multiple departments. The system helps ensure fiscal accountability, operational efficiency, and compliance with applicable policies and reporting requirements.

Continued access to system maintenance, technical support, and software updates is essential to support the operations of the Finance Department, the Procurement Division, and all user departments that rely on the platform for daily activities.

The Finance Department is requesting approval to piggyback on NASPO Cooperative Contract No. AR2472 with Carahsoft Technology Corp. This contract was competitively solicited and awarded in accordance with procurement standards. Approval of this item will allow the City to continue these services without disruption to the collection of business licenses, property taxes, and other critical financial and operational services.

Fiscal Impact

Initial Annual Cost: \$236,078.13 — General Operation Fund: 100-24-1535-53-2401

Public Service Annual Cost:

07/01/2026 \$305,184.22

07/01/2027 \$210,522.78

07/01/2028 \$221,048.96

07/01/2029 \$232,101.42

07/01/2030 \$243,706.45

07/01/2031 \$255,891.80

Asset Management Annual Cost:

07/02/2027 \$45,841.95

07/02/2028 \$47,947.23

Exhibits Attached

Agenda Cover Page for OpenGov System - Bundle Package, OpenGov Quote for Public Service Platform, OpenGov Asset Management Quote for Forest Park, Cloud Solutions-Carahsoft-GA-2016-2026-Executed Addendum

Staff Recommendation

Approval to piggyback from the NASPO Cooperative Contract No.AR2472 with Carahsoft Technology Corp.



Title of Agenda Item: Council Discussion and Approval of a contract with Carasoft Technology Corp for the OpenGov System: Finance

Submitted By: Procurement

Date Submitted: 03-09-2026

Work Session Date: 03-16-2026

Council Meeting Date: 03-16-2026

Background/History:

The City of Forest Park utilizes the OpenGov system to support the centralized management of key financial, procurement, and operational functions. These functions include citywide budgeting, procurement e-solicitations, contract administration, and records management for goods, services, and project requests.

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Action Requested from Council: Approval to piggyback from the NASPO Cooperative Contract No. AR2472 with Carasoft Technology Corp.

Initial Annual Cost: \$236,078.13

Budgeted for: ☒ ☐ ☐

Public Service Annual Cost:

07/01/2026 \$305,184.22

07/01/2027 \$210,522.78

07/01/2028 \$221,048.96

07/01/2029 \$232,101.42

07/01/2030 \$243,706.45

07/01/2031 \$255,891.80

Asset Management Annual Cost:

07/02/2027 \$45,841.95

07/02/2028 \$47,947.23

Financial Impact: General Fund – IT Systems



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-14196
Created On: 03/10/2026
Order Form Expiration: 03/31/2026
Subscription Start Date: 04/01/2026
Subscription End Date: 06/30/2032

Prepared By: Joel Smith
Email: jsmith@opengov.com
Contract Term: 75 Months

Customer Information:

Customer: City of Forest Park, GA
Bill To/Ship To: 745 Forest Parkway
Forest Park, Georgia
30297
United States

Contact Name: Jeremi Patterson
Email: jpatterson@forestparkga.gov
Phone: 8322648904

Order Details:

Billing Frequency: Prepaid
Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
OpenGov Tax and Revenue	04/01/2026	06/30/2026	\$3,300.68
Permitting and Licensing - Business Licenses Additional Service Area	04/01/2026	06/30/2026	\$5,510.16
Permitting and Licensing - Community Development Without Fire Bundle	04/01/2026	06/30/2026	\$11,250.09
Tax and Revenue: Alcohol Tax	04/01/2026	06/30/2026	\$845.07
Tax and Revenue: Lodging (For Each Lodging/STR Business)	04/01/2026	06/30/2026	\$93.56
Tax and Revenue: Other Revenue Type Tax	04/01/2026	06/30/2026	\$845.07
Tax and Revenue: Real/Personal Property Tax	04/01/2026	06/30/2026	\$5,633.48

Core Financials	07/01/2026	06/30/2027	\$64,787.76
Financials Expert Services: Elevate	07/01/2026	06/30/2027	\$3,642.65
OpenGov Tax and Revenue	07/01/2026	06/30/2027	\$13,862.87
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2026	06/30/2027	\$23,142.65
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2026	06/30/2027	\$47,250.51
Tax and Revenue: Alcohol Tax	07/01/2026	06/30/2027	\$3,549.31
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2026	06/30/2027	\$392.94
Tax and Revenue: Other Revenue Type Tax	07/01/2026	06/30/2027	\$3,549.31
Tax and Revenue: Real/Personal Property Tax	07/01/2026	06/30/2027	\$23,660.62
Core Financials	07/01/2027	06/30/2028	\$84,588.25
Financials Expert Services: Elevate	07/01/2027	06/30/2028	\$4,755.92
OpenGov Tax and Revenue	07/01/2027	06/30/2028	\$14,556.02
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2027	06/30/2028	\$24,299.79
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2027	06/30/2028	\$49,613.02
Tax and Revenue: Alcohol Tax	07/01/2027	06/30/2028	\$3,726.77
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2027	06/30/2028	\$412.59
Tax and Revenue: Other Revenue Type Tax	07/01/2027	06/30/2028	\$3,726.77
Tax and Revenue: Real/Personal Property Tax	07/01/2027	06/30/2028	\$24,843.65
Core Financials	07/01/2028	06/30/2029	\$88,817.71

Financials Expert Services: Elevate	07/01/2028	06/30/2029	\$4,993.72
OpenGov Tax and Revenue	07/01/2028	06/30/2029	\$15,283.82
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2028	06/30/2029	\$25,514.78
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2028	06/30/2029	\$52,093.67
Tax and Revenue: Alcohol Tax	07/01/2028	06/30/2029	\$3,913.11
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2028	06/30/2029	\$433.21
Tax and Revenue: Other Revenue Type Tax	07/01/2028	06/30/2029	\$3,913.11
Tax and Revenue: Real/Personal Property Tax	07/01/2028	06/30/2029	\$26,085.83
Core Financials	07/01/2029	06/30/2030	\$93,258.59
Financials Expert Services: Elevate	07/01/2029	06/30/2030	\$5,243.40
OpenGov Tax and Revenue	07/01/2029	06/30/2030	\$16,048.01
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2029	06/30/2030	\$26,790.52
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2029	06/30/2030	\$54,698.36
Tax and Revenue: Alcohol Tax	07/01/2029	06/30/2030	\$4,108.77
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2029	06/30/2030	\$454.88
Tax and Revenue: Other Revenue Type Tax	07/01/2029	06/30/2030	\$4,108.77
Tax and Revenue: Real/Personal Property Tax	07/01/2029	06/30/2030	\$27,390.12
Core Financials	07/01/2030	06/30/2031	\$97,921.52
Financials Expert Services: Elevate	07/01/2030	06/30/2031	\$5,505.57

OpenGov Tax and Revenue	07/01/2030	06/30/2031	\$16,850.41
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2030	06/30/2031	\$28,130.04
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2030	06/30/2031	\$57,433.26
Tax and Revenue: Alcohol Tax	07/01/2030	06/30/2031	\$4,314.20
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2030	06/30/2031	\$477.62
Tax and Revenue: Other Revenue Type Tax	07/01/2030	06/30/2031	\$4,314.20
Tax and Revenue: Real/Personal Property Tax	07/01/2030	06/30/2031	\$28,759.63
Core Financials	07/01/2031	06/30/2032	\$102,817.58
Financials Expert Services: Elevate	07/01/2031	06/30/2032	\$5,780.85
OpenGov Tax and Revenue	07/01/2031	06/30/2032	\$17,692.93
Permitting and Licensing - Business Licenses Additional Service Area	07/01/2031	06/30/2032	\$29,536.54
Permitting and Licensing - Community Development Without Fire Bundle	07/01/2031	06/30/2032	\$60,304.95
Tax and Revenue: Alcohol Tax	07/01/2031	06/30/2032	\$4,529.92
Tax and Revenue: Lodging (For Each Lodging/STR Business)	07/01/2031	06/30/2032	\$501.50
Tax and Revenue: Other Revenue Type Tax	07/01/2031	06/30/2032	\$4,529.92
Tax and Revenue: Real/Personal Property Tax	07/01/2031	06/30/2032	\$30,197.61

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
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Professional Services Deployment - Fixed Fee	04/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$90,681.40
Professional Services Deployment - Fixed Fee	07/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$121,345.60

Professional Services Total: \$212,027.00

Customer Billing/Service Periods:

Period:	Total:
04/01/2026	\$118,159.51
07/01/2026	\$305,184.22
07/01/2027	\$210,522.78
07/01/2028	\$221,048.96
07/01/2029	\$232,101.42
07/01/2030	\$243,706.45
07/01/2031	\$255,891.80



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q-15158
Created On: 03/10/2026
Order Form Expiration: 03/31/2026
Subscription Start Date: 07/01/2026
Subscription End Date: 06/30/2029

Prepared By: Joel Smith
Email: jsmith@opengov.com
Contract Term: 36 Months

Customer Information:

Customer: City of Forest Park, GA
Bill To/Ship To: 745 Forest Parkway
Forest Park, Georgia
30297
United States
Contact Name: Jeremi Patterson
Email: jpatterson@forestparkga.gov
Phone: 8322648904

Order Details:

Billing Frequency:

Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Asset Management Base Bundle	07/01/2026	07/01/2027	\$43,778.62
Asset Management Base Bundle	07/02/2027	07/01/2028	\$45,841.95
Asset Management Base Bundle	07/02/2028	06/30/2029	\$47,947.23

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Professional Services Deployment - Prepaid	07/01/2026	Custom Deployment from OpenGov Professional Services team. Scope-dependent.	\$75,040.00

Professional Services Total: \$75,040.00

Customer Billing/Service Periods:

Period:	Total:
07/01/2026	\$118,818.62
07/02/2027	\$45,841.95
07/02/2028	\$47,947.23

DRAFT

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. The Contractor may include transactional terms and conditions of Service Providers on service level agreements, statements of work, and purchase orders, but they will be considered last in the order of precedence. If one Purchasing Entity accepts these transactional terms on service level agreements, statements of work, and purchase orders, they will in no way be binding on other Purchasing Entities. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Participating State may amend Appendix A to add or remove Service Providers as necessary. Amendment of Appendix A must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers,

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation
(hereinafter "Contractor")

And

Georgia Department of Administrative Services
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

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subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0001 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.

3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bethany Blackwell
Address:	11493 Sunset Hills Rd., Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	NASPO@Carahsoft.com

PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

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<u>Participating State:</u>	
Name:	Beverly Alexander
Address:	200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334
Telephone:	404-656-5345
Email:	Beverly.alexander@doas.ga.gov

5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any "Educational Discount Price", offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the

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Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities is located.

6. NO THIRD-PARTY BENEFICIARIES

Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third-party beneficiary to this Addendum.

7. ORDER OF PRECEDENCE

- (i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached, A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
- (ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
- (iii) The Solicitation;
- (iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
- (v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum or Contractor Product Terms and Conditions attached as an Exhibit to the Service Level Agreement, Statement of Work, or Purchasing Order.

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These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions, that are not consistent with this Participating Addendum, shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor.

8. CHANGES IN CONTRACTOR REPRESENTATION

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.

9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties

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and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

10. SUB-CONTRACTORS, PARTNERS, RESELLERS

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing and reflected in Appendix A.

11. RESELLER APPROVAL

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:

- (i) Sales and Use Tax Form – Populated with Reseller information
- (ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
- (iii) E-Verify Form
- (iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the

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designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

12. PURCHASING PROCESS

(i) Statement of Need

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

- a. Current State
- b. Desired Scope
- c. Business Requirements

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- d. Technical Requirements
 - e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

(ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. The Proposal may include the following:

- a. Price
- b. Scope – Statement of Work
- c. Conditions, SLAs, Obligations
- d. Additional Terms and Conditions
- e. Timeframe
- f. Exit Process and Cost

(iii) Orders

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Any order placed by an Purchasing Entity Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0001 and the Master Agreement Number: AR2472 on all purchase orders issued to Contractor.

Orders will be placed by a Purchasing Entity Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at

http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf as well as any subsequent revisions to such memo.

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Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than \$100,000 in the first year or orders involving FISMA (Federal Information Security Management Act) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statutes, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

- a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
- b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments

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shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

- c. **Payment.** Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.
- d. **Travel Expenses.** Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: <https://sao.georgia.gov/state-travel-policy>.
- e. **Responsibility for Taxes:** The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.
- f. **Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.

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13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

14. OWNERSHIP IN INTELLECTUAL PROPERTY

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

- a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory

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work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

- a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

- a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 17 of this Participating Addendum.

16. TERMINATION OF PARTICIPATING ADDENDUM

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

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- a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - c. The Contractor fails to comply with confidentiality laws or provisions.

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of the Master Agreement and/or this Participating Addendum shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of the Master Agreement and/or this Participating Addendum, the terms and conditions of this Participating Addendum and the Master Agreement, as well as any SLAs, will remain in effect until the agreement is terminated. No new leases, maintenance or other agreements for services may be executed after the Master Agreement and/or this Participating Addendum has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Mater Agreement and this Participating Addendum.

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17. INDEMNIFICATION

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- (i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) two million dollars (\$2,000,000) per purchase by a Purchasing Entity, whichever is greater.
- b. . The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. . Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.
- d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.

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Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

- (ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrary herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

18. Section 31 of the Master Agreement is amended to include the following provision:

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Service Provider Disclaimers of Warranties Invalid. Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

Warranty of Security: Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data that is personal information of individuals. The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than forty-eight (48) hours following discovery of the breach of any unauthorized access of data.

Indemnification (Breach of Warranty of Security): The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

19. The following paragraph is added to Exhibits 1, 2, and 3 of the Master Agreement as a new paragraph 5(c) for each Exhibit:

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others; (3) a credit monitoring service; (4) a website or a toll-free number and call center for affected individuals; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

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20. SECURITY AND DATA PROTECTION. The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

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b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

- (ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

- (iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.

- (iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at <https://gta.georgia.gov/psg/>.

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Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum, or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

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-
- (v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

21. PUBLIC RECORDS

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

20. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract

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attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Policy shall include bodily, property damage and broad form contractual liability coverage.	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

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	General Aggregate Limit	\$2,000,000
	Products/Completed Ops. Aggregate Limit	\$2,000,000
3)	Automobile Liability Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract	
	Combined Single Limit	\$1,000,000
4)	Errors and Omissions Limit	\$2,000,000
5)	Commercial Umbrella Limit	\$2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0001. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

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21. INDIVIDUAL CUSTOMER

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

22. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

23. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and

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shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

24. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing Entities wherever that pricing may

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appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

- (i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			30 DAYS FOLLOWING TERMINATION OF SWC

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the

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Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

- (ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

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In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

(iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

(iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$
$$X / 365 \text{ (366 for leap years)} = Y$$
$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an

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overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

25. QUARTERLY BUSINESS REVIEW MEETINGS

The Contractor must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

26. COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the

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terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

27. CERTIFICATION REGARDING SALES AND USE TAX

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

28. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-

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free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

29. ASSIGNMENT

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

30. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

31. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the

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Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on the contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor: Carahsoft Technology Corporation	Participating Entity: Georgia Department of Administrative Services
Signature: <i>Kristina Smith</i>	Signature: <i>L. E</i>
Name: Kristina Smith	Name: Lisa Eason
Title: Director of Contracts	Title: Deputy Commissioner, State Purchasing Division
Date: 08/12/2019	Date: <i>8-14-19</i>



CITY OF
FORESTPARK

City of Forest Park City Council
Agenda Item Summary
March 16, 2026

Agenda Item #
VI9

Requested By

John Wiggins, Finance Director

Sponsor(s)

Department

Finance

Requested Action

Budget Amendment

Requirement for Board Action

Summary & Background

Agenda Item – Budget Amendments (Finance Department)

The Finance Department respectfully submits the following budget amendment for Council consideration. These adjustments are part of the Department's proactive financial management practices and quarterly budget review process, which ensure accurate reporting, compliance with adopted budgetary standards, and alignment of departmental appropriations with actual operational activity.

The proposed amendment reflects responsible financial stewardship and supports the City's continued commitment to maintaining fiscal stability through regular monitoring, forecasting, and timely budget adjustments.

Background / Discussion

As part of its ongoing fiscal oversight responsibilities, the Finance Department conducts quarterly reviews of departmental revenues and expenditures. This process ensures financial activity remains consistent with approved appropriations, operational priorities, and established internal controls. These reviews allow for:

- Timely identification of variances between budgeted and actual activity
- Realignment of appropriations to reflect operational needs
- Compliance with budgetary and accounting standards
- Transparent and accurate financial reporting

The amendment presented is routine in nature and does not increase the overall adopted budget. Rather, it reallocates existing funds to better align with current spending patterns and projected needs through fiscal year-end.

The adjustment is supported by surplus revenue of **\$437,780** and ensures that departmental budgets remain properly aligned with operational activity while preserving overall fiscal integrity. The change of amendment is **\$43,825,857 to \$44,263,641**.

Fiscal Impact

The adjustment is supported by surplus revenue of **\$437,780** and ensures that departmental budgets remain properly aligned with operational activity while preserving overall fiscal integrity. The change

of amendment is **\$43,825,857 to \$44,263,641.**

Exhibits Attached

Agenda Item for 3-16-2026 Council Meeting, Budget Amendment Worksheet for General Fund

Staff Recommendation

Approve Budget Amendment

Agenda Item – Budget Amendments (Finance Department)

The Finance Department respectfully submits the following budget amendment for Council consideration. These adjustments are part of the Department’s proactive financial management practices and quarterly budget review process, which ensure accurate reporting, compliance with adopted budgetary standards, and alignment of departmental appropriations with actual operational activity.

The proposed amendment reflects responsible financial stewardship and supports the City’s continued commitment to maintaining fiscal stability through regular monitoring, forecasting, and timely budget adjustments.

Background / Discussion

As part of its ongoing fiscal oversight responsibilities, the Finance Department conducts quarterly reviews of departmental revenues and expenditures. This process ensures financial activity remains consistent with approved appropriations, operational priorities, and established internal controls.

These reviews allow for:

- Timely identification of variances between budgeted and actual activity
- Realignment of appropriations to reflect operational needs
- Compliance with budgetary and accounting standards
- Transparent and accurate financial reporting

The amendment presented is routine in nature and does not increase the overall adopted budget. Rather, it reallocates existing funds to better align with current spending patterns and projected needs through fiscal year-end.

1. Budget Amendment One – FY 2025–2026 (March 2026)

This amendment represents a routine quarterly budget adjustment. The proposed action realigns existing appropriations among approved accounts to reflect actual operational expenditures and maintain compliance with established budget controls.

The adjustment is supported by surplus revenue and ensures that departmental budgets remain properly aligned with operational activity while preserving overall fiscal integrity.

The change of amendment is **\$43,825,857 to \$44,263,641.**

2025-2026 Budget Amendment

Department	CURRENT BUDGET	AMENDED BUDGET	INCREASE (DECREASE)
	\$	\$	\$
Legislative Office	967,953	967,953	-
	\$	\$	\$
Chief Executive Office	1,387,075	1,390,240	3,165
	\$	\$	\$
Finance	4,045,214	4,173,561	128,347
	\$	\$	\$
Municipal Court	1,572,167	1,575,220	3,053
	\$	\$	\$
Information Technology	1,973,374	1,988,550	15,176
	\$	\$	\$
Code Enforcement	831,556	831,556	-
	\$	\$	\$
Human Resources	854,177	859,113	4,936
	\$	\$	\$
Economic Development	434,304	434,540	236
Planning and Community	\$	\$	\$
Development	1,062,814	1,080,569	17,755
	\$	\$	\$
Recreation and Leisure	3,044,866	3,104,206	59,340
	\$	\$	\$
Public Works - Streets	3,708,069	3,789,837	81,768
	\$	\$	\$
Public Works - Parks	94,000	94,000	-
	\$	\$	\$
Public Works - Fleet	1,385,349	1,401,740	16,391
	\$	\$	\$
Fire - EMS Services	1,435,234	1,456,999	21,765
	\$	\$	\$
Fire - Fire Administration	8,186,790	8,254,768	67,978
	\$	\$	\$
Fire - Emergency Management	113,954	113,954	-
	\$	\$	\$
Police Services	10,880,572	10,897,192	16,620
	\$	\$	\$
E-911 Communications	1,310,568	1,310,595	27
	\$	\$	\$
Animal Control	155,523	156,746	1,223
	\$	\$	\$
Estimated Contingency	382,302	382,302	-
	\$	\$	\$
Total for General Fund	43,825,861	44,263,641	437,780
	\$	\$	\$
Total Revenue	43,825,857	44,271,303	445,446

Other Financing Sources	\$ -	\$ 18,470	\$ 18,470
Surplus (Deficit)	\$ (4)	\$ 26,132	\$ 26,136

Explanation of FY 2025–2026 Budget Amendment #4

Revenue Increase of \$437,780 to Support Departmental Expenditures

This budget amendment reflects a **\$437,780 increase in General Fund appropriations**, supported by additional revenue collections. The amendment realigns and increases departmental budgets to reflect operational needs identified during the quarterly financial review process.

Summary of Financial Impact

- **Total General Fund – Current Budget:** \$43,825,861
- **Total General Fund – Amended Budget:** \$44,263,641
- **Total Increase in Appropriations:** \$437,780

To support these expenditures:

- **Total Revenue – Current:** \$43,825,857
- **Total Revenue – Amended:** \$44,271,303
- **Revenue Increase:** \$445,446

Additionally:

- **Other Financing Sources:** \$18,470

- **Resulting Surplus:** \$26,132

This amendment maintains a balanced budget and results in a positive surplus position.

Departmental Adjustments

The \$437,780 increase is distributed among departments experiencing higher-than-anticipated operational activity:

Largest Adjustments

- **Finance:** +\$128,347
- **Public Works – Streets:** +\$81,768
- **Fire – Fire Administration:** +\$67,978
- **Recreation and Leisure:** +\$59,340
- **Fire – EMS Services:** +\$21,765
- **Planning and Community Development:** +\$17,755
- **Public Works – Fleet:** +\$16,391
- **Police Services:** +\$16,620
- **Information Technology:** +\$15,176

Moderate / Minor Adjustments

- **Chief Executive Office:** +\$3,165
- **Municipal Court:** +\$3,053
- **Human Resources:** +\$4,936
- **Economic Development:** +\$236
- **E-911 Communications:** +\$27
- **Animal Control:** +\$1,223

No Change

- **Legislative Office**
- **Code Enforcement**

- Public Works – Parks
 - Fire – Emergency Management
 - Estimated Contingency
-

Fiscal Integrity

- The amendment **does not create a deficit.**
 - The increase in expenditure is fully supported by **additional revenue collections and financing sources.**
 - The City maintains a **positive surplus of \$26,132** after the amendment.
-

Conclusion

This budget amendment represents a routine quarterly adjustment to align departmental budgets with actual operational demands. The **\$437,780 increase** in appropriations is fully funded by increased revenues, ensuring continued fiscal stability and responsible financial management for FY 2025–2026.

100-GENERAL FUND

% OF YEAR COMPLETED: 66.67

REVENUES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
TAXES						
100-00-0000-31-1100	REAL PROP TAX CURRENT	10,387,312.00	138,609.43	9,332,880.68	-	1,054,431.32
100-00-0000-31-1101	PROPERTY TAX- UTILITY	2,158,666.00	-	-	-	2,158,666.00
100-00-0000-31-1190	LIQUOR TAXES	181,800.00	7,222.52	88,340.06	-	93,459.94
100-00-0000-31-1191	BEER TAXES	303,000.00	18,529.38	206,877.09	-	96,122.91
100-00-0000-31-1192	WINE TAXES	40,400.00	1,885.17	19,817.02	-	20,582.98
100-00-0000-31-1200	REAL PROPERTY-PRIOR	538.00	-	-	-	538.00
100-00-0000-31-1300	PROPERTY - PERSONAL CURRENT	6,619,464.00	-	6,379,346.02	-	240,117.98
100-00-0000-31-1310	PROPERTY TAX - MOTOR VEHICLE	998,225.00	91,362.91	675,061.50	-	323,163.50
100-00-0000-31-1320	PROP TAX-PERSONAL MH	1,813.00	-	-	-	1,813.00
100-00-0000-31-1340	INTANGIBLE TAXES	56,677.00	7,759.87	33,531.38	-	23,145.62
100-00-0000-31-1360	HEAVY DUTY EQUIPMENT TAX	223.00	-	-	-	223.00
100-00-0000-31-1600	REAL ESTATE TRANS - INTANGIBLE	36,685.00	7,416.24	20,361.88	-	16,323.12
100-00-0000-31-1710	FRANCHISE GA POWER	1,590,541.00	-	-	-	1,590,541.00
100-00-0000-31-1730	FRANCHISE - ATL GAS	96,778.00	-	-	-	96,778.00
100-00-0000-31-1750	FRANCHISE - COMCAST	140,101.00	12,365.75	40,301.54	-	99,799.46
100-00-0000-31-1760	FRANCHISE FEES AT&T/BELLSOUTH	59,497.00	-	34,317.36	-	25,179.64
100-00-0000-31-1762	FRANCHISE TAXES - MCI/VERIZON	162.00	163.07	478.80	-	(316.80)
100-00-0000-31-1764	SOUTHERN COMPANY GAS FRANCHISE	49,428.00	-	133,094.21	-	(83,666.21)
100-00-0000-31-1780	FRANCHISE - OTHER	484,800.00	82,744.69	336,866.85	-	147,933.15
100-00-0000-31-3100	LOCAL OPTION SALES TAX	8,131,200.00	-	4,587,836.60	-	3,543,363.40
100-00-0000-31-6100	BUSINESS OCCUPATION TAXES	2,300,071.00	-	(424.68)	-	2,300,495.68
100-00-0000-31-6101	BUS LIC & OCC TAX PENALTY	37,100.00	-	4,033.43	-	33,066.57
100-00-0000-31-6200	INSURANCE PREMIUM TAXES	1,910,435.00	-	2,156,972.94	-	(246,537.94)
100-00-0000-31-9000	PENALTY & INT - DELINQUENT TAX	303,000.00	10,581.92	139,579.38	-	163,420.62
100-00-0000-31-9001	PUBLIC WORKS LIENS	9,276.00	-	-	-	9,276.00
TOTAL TAXES		35,897,192.00	378,640.95	24,189,272.06	-	11,707,919.94
LICENSES & PERMITS						
100-00-0000-32-1110	BUSINESS LIC - BEER	121,200.00	-	2,000.00	-	119,200.00
100-00-0000-32-1120	BUSINESS LIC - WINE	70,922.00	-	1,000.00	-	69,922.00
100-00-0000-32-1130	BUSINESS LIC-LIQUOR	58,680.00	-	-	-	58,680.00
100-00-0000-32-3000	REG FEES - ADULT ENTERT	220,681.00	-	43,480.00	-	177,201.00
100-00-0000-32-3001	REG FEES - LIQUOR	24,367.00	-	2,310.00	-	22,057.00
100-00-0000-32-3100	BUILDING STRUCTURES & EQPT	475,283.00	-	53,999.37	-	421,283.63
100-00-0000-32-3150	PERMITS - FILMING	31,963.00	50.00	2,100.00	-	29,863.00
100-00-0000-32-3200	PERMIT FEES - OTHER	411.00	-	1,341.05	-	(930.05)

100-00-0000-32-4400	PENALTIES & INT ON BUSN LICENS	2,682.00	-	46.00	-	2,636.00
TOTAL LICENSES &	PERMITS	1,006,189.00	50.00	106,276.42	-	899,912.58
INTERGOVERNMENTAL RE	V.					
100-00-0000-33-1102	GRANT REIMBURSEMENT	178,639.00	-	29,771.04	-	148,867.96
100-00-0000-33-4000	GRANTS STATE	50,500.00	-	-	-	50,500.00
TOTAL INTERGOVERN	MENTAL REV.	229,139.00	-	29,771.04	-	199,367.96
CHARGES FOR SERVICES						
100-00-0000-34-1910	ELECTION QUALIFYING FEES	5,101.00	-	3,110.00	-	1,991.00
100-00-0000-34-2120	PUBLIC SAFETY - ACC REPORTS	19,185.00	190.00	1,845.65	-	17,339.35
100-00-0000-34-2130	PUBLIC SAFETY-FALSE ALARMS	-	-	20.00	-	(20.00)
100-00-0000-34-2600	PUBLIC SAFETY-AMBULANCE FEES	377,349.00	21,655.23	388,034.44	-	(10,685.44)
100-00-0000-34-2902	PUBLIC SAFETY - BILLABLE SERV	100,000.00	16,666.68	66,666.68	-	33,333.32
100-00-0000-34-2905	FBI REIMBURSEMENT	26,153.00	-	-	-	26,153.00
100-00-0000-34-2906	BULLET PROOF VEST PROGRAM	4,303.00	-	-	-	4,303.00
100-00-0000-34-2907	EMPLOYEE REMUNERATION	2,551.00	-	-	-	2,551.00
100-00-0000-34-2908	VEHICLE IMPOUND FEES	41,285.00	10,548.00	50,142.00	-	(8,857.00)
100-00-0000-34-2910	FARMERS MARKET FEES	11,317.00	-	-	-	11,317.00
100-00-0000-34-2911	FIRE PREVENTION INSPECTIONS	8,529.00	-	5,158.20	-	3,370.80
100-00-0000-34-7200	R/L - USE OF RECREATION BLDG	7,156.00	201.00	3,342.00	-	3,814.00
100-00-0000-34-7201	R/L - INSTRUCTIONAL CLASSES	4,183.00	-	2,200.00	-	1,983.00
100-00-0000-34-7202	R/L - FIELD RENTAL	60,956.00	1,950.00	11,163.00	-	49,793.00
100-00-0000-34-7203	R/L - IDENTIFICATION FEES	2,870.00	115.00	835.00	-	2,035.00
100-00-0000-34-7204	R/L - OUTDOOR POOL	3,288.00	-	1,169.00	-	2,119.00
100-00-0000-34-7206	R/L - MISC REVENUE	2,404.00	-	-	-	2,404.00
100-00-0000-34-7207	R/L - USE OF MAIN ST BUILDINGS	20,200.00	5,210.00	41,485.00	-	(21,285.00)
100-00-0000-34-7300	R/L - SPECIAL EVENTS	6,060.00	119.00	5,364.24	-	695.76
100-00-0000-34-7500	R/L - SWIM CLASSES	2,940.00	-	1,680.00	-	1,260.00
100-00-0000-34-7501	R/L - YOUTH BASKETBALL	19,690.00	450.00	12,429.00	-	7,261.00
100-00-0000-34-7502	R/L - T-BALL	6,544.00	2,660.00	2,660.00	-	3,884.00
100-00-0000-34-7503	R/L - DAY CAMP	63,848.00	2,195.00	28,140.00	-	35,708.00
100-00-0000-34-7504	R/L - SOCCER	9,418.00	13,140.00	23,888.00	-	(14,470.00)
100-00-0000-34-7505	R/L - ADULT RECREATION LEAGUE	8,075.00	175.00	175.00	-	7,900.00
100-00-0000-34-7506	R/L - SENIOR PROGRAMS	6,060.00	-	330.00	-	5,730.00
100-00-0000-34-7507	R/L - GIRL'S FAST PITCH	5,050.00	2,170.00	2,020.00	-	3,030.00
100-00-0000-34-7508	R/L - YOUTH BASEBALL	5,050.00	3,350.00	4,130.00	-	920.00
100-00-0000-34-7600	RECREATION - GLOBAL PMTS	205.00	-	-	-	205.00
100-00-0000-34-7900	R/L - CONCESSIONS	3,030.00	77.42	931.69	-	2,098.31
TOTAL CHARGES FOR	SERVICES	832,800.00	80,872.33	656,918.90	-	175,881.10

FINES & FORFEITURES

100-00-0000-35-1170	FINES - COURT	2,641,000.00	140,490.22	1,008,179.95	-	1,632,820.05
100-00-0000-35-1171	FINES - PROBATION COLLECTED	870,000.00	348,108.03	1,056,451.21	-	(186,451.21)
100-00-0000-35-1172	FINES - ENVIROMENTAL COURT	11,856.00	-	-	-	11,856.00
100-00-0000-35-1174	FINES - RED LIGHT	325,000.00	-	92,017.25	-	232,982.75

TOTAL FINES & FOR	FEITURES	3,847,856.00	488,598.25	2,156,648.41	-	1,691,207.59
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INVESTMENT INCOME

100-00-0000-36-1000	INVESTMENT INCOME -INTEREST	234,463.00	-	146,782.83	-	87,680.17
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TOTAL INVESTMENT	INCOME	234,463.00	-	146,782.83	-	87,680.17
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CONTRIB & DONATIONS-PRIV

100-00-0000-37-1000	CONTRIBUTIONS & DONATIONS -PLA	8,472.00	5,000.00	9,951.00	-	(1,479.00)
100-00-0000-37-1002	WALMART PREVENTION GRANT	-	-	3,410.00	-	(3,410.00)

TOTAL CONTRIB & D	ONATIONS-PRIV	8,472.00	5,000.00	13,361.00	-	(4,889.00)
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MISCELLANEOUS REVENUE

100-00-0000-38-1000	LEASE INCOME	5,713.00	-	-	-	5,713.00
100-00-0000-38-1002	RESIDENTIAL WARRANTY - ROYALTY	409.00	-	343.04	-	65.96
100-00-0000-38-1005	ADDITIONAL RENT	1,212,750.00	-	1,212,750.00	-	-
100-00-0000-38-9000	EVENT DONATIONS	8,585.00	-	5,000.00	-	3,585.00
100-00-0000-38-9001	MISCELLANEOUS REVENUE - OTHER	219,839.00	452.42	252,980.65	-	(33,141.65)
100-00-0000-38-9002	MISC REVENUE - CASH OVER/SHORT	-	-	8,093.03	-	(8,093.03)
100-00-0000-38-9006	INSURANCE REIMBURSEMENT	322,450.00	-	335,402.39	-	(12,952.39)

TOTAL MISCELLANEO	US REVENUE	1,769,746.00	452.42	1,814,569.11	-	(44,823.11)
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TOTAL REVENUE		43,825,857.00	953,613.95	29,113,599.77	-	14,712,257.23
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100-GENERAL FUND
DEPARTMENT - LEGISLA

TIVE OFFICE

DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-20-1110-51-1101	SALARIES	133,000.00	10,515.04	89,499.66	-	43,500.34
100-20-1110-51-2101	LIFE AND HEALTH INSURANCE	79,500.00	8,663.05	69,286.40	-	10,213.60
100-20-1110-51-2201	FICA	8,246.00	585.24	4,875.98	-	3,370.02
100-20-1110-51-2301	MEDICARE	1,929.00	136.88	1,140.40	-	788.10
100-20-1110-51-2401	RETIREMENT CONTRIBUTIONS	8,100.00	435.71	3,485.68	-	4,614.02
100-20-1110-51-2903	EMPLOYEE DEATH BENEFIT	-	-	20,000.00	-	(20,000.00)
TOTAL PERSONAL SE	RV. & EE BENE	230,775.00	20,335.92	188,288.12	-	42,486.08
PURCHASED/CONTRACT S	ERV.					
100-20-1110-52-1106	ELECTION EXPENSE	62,400.00	-	61,286.89	-	1,113.11
100-20-1110-52-3201	POSTAGE SHIPPING & COURIER	6,875.00	-	-	-	6,875.00
100-20-1110-52-3402	PRINTING CITY CODE AMENDMENTS	4,875.00	-	-	-	4,875.00
100-20-1110-52-3601	DUES AND SUBSCRIPTIONS	13,750.00	35.29	2,713.91	-	11,036.09
100-20-1110-52-3602	CLAYTON COUNTY MUNICIPAL ASSN	1,900.00	-	1,882.17	-	17.83
100-20-1110-52-3702	MAYOR MTGS/CONVENTIONS	17,000.00	-	15,544.28	-	1,455.72
100-20-1110-52-3703	WARD 1 MTGS/CONV K JAMES	8,450.00	-	-	-	8,450.00
100-20-1110-52-3704	WARD 2 MTGS/CONV D GUNN	8,450.00	-	5,079.50	-	3,370.50
100-20-1110-52-3705	WARD 3 MTGS/CONV H GUTIERREZ	12,550.00	-	12,407.05	-	142.95
100-20-1110-52-3706	WARD 4 MTGS/CONV L WELLS	2,450.00	-	-	-	2,450.00
100-20-1110-52-3707	WARD 5 MTGS/CONV A MEARS	8,450.00	-	-	-	8,450.00
100-20-1110-52-3905	MAYOR'S PROJECTS	5,000.00	-	2,987.95	-	2,012.05
100-20-1110-52-3907	WARD 1 PROJECTS - K JAMES	4,000.00	-	-	-	4,000.00
100-20-1110-52-3908	WARD 2 PROJECTS - D GUNN	4,500.00	643.45	3,981.45	-	518.55
100-20-1110-52-3910	WARD 3 PROJECTS-H GUTIERREZ	5,000.00	353.02	4,600.17	-	399.83
100-20-1110-52-3911	WARD 4 PROJECTS - L WELLS	4,000.00	130.00	1,471.20	-	2,528.80
100-20-1110-52-3912	WARD 5 PROJECTS- A MEARS	4,000.00	-	-	-	4,000.00
100-20-1110-52-3913	PUBLIC RELATIONS	15,000.00	-	9,045.62	-	5,954.38
100-20-1110-52-4905	MAYORAL CITY EVENTS	40,000.00	1,125.00	5,097.39	-	34,902.61

100-20-1110-52-4907	WARD 1 - CITY EVENTS	45,000.00	228.84	4,770.55	-	40,229.45
100-20-1110-52-4908	WARD 2 - CITY EVENTS	44,500.00	-	13,105.41	-	31,394.59
100-20-1110-52-4910	WARD 3 - CITY EVENTS	41,400.00	500.00	36,601.62	118.86	4,679.52
100-20-1110-52-4911	WARD 4 - CITY EVENTS	51,000.00	-	48,569.56	-	2,430.44
100-20-1110-52-4912	WARD 5 - CITY EVENTS	45,000.00	-	1,890.39	-	43,109.61

TOTAL PURCHASED/C	ONTRACT SERV.	455,550.00	3,015.60	231,035.11	118.86	224,396.03
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SUPPLIES

CAPITAL OUTLAYS

100-20-1110-54-2503	PROJECTS FUND - MAYOR	47,188.00	-	-	22,790.00	24,398.00
100-20-1110-54-2504	WARD 1 PROJECTS - K JAMES	47,188.00	-	-	-	47,188.00
100-20-1110-54-2505	WARD 2 PROJECTS - D GUNN	47,188.00	-	43,355.11	(30,160.27)	33,993.16
100-20-1110-54-2506	WARD 3 PROJECTS - H GUTIERREZ	45,688.00	-	45,405.56	(12,639.56)	12,922.00
100-20-1110-54-2507	WARD 4 PROJECTS - L WELLS	47,188.00	29,990.00	38,565.00	-	8,623.00
100-20-1110-54-2508	WARD 5 PROJECTS - A MEARS	47,188.00	-	-	-	47,188.00

TOTAL CAPITAL OUT	LAYS	281,628.00	29,990.00	127,325.67	(20,009.83)	174,312.16
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TOTAL LEGISLATIVE O	FFICE	967,953.00	53,341.52	546,648.90	(19,890.97)	441,194.27
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100-GENERAL FUND
DEPARTMENT - CHIEF E

XECUTIVE OFFICE

DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
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PERSONAL SERV. & EE

BENE

100-21-1320-51-1101	SALARIES	681,588.00	45,095.70	466,241.26	-	215,346.74
100-21-1320-51-1301	OVERTIME	31,400.00	1,478.38	13,348.98	-	18,051.02
100-21-1320-51-2101	LIFE AND HEALTH INSURANCE	160,476.00	11,494.43	98,688.39	-	61,787.34
100-21-1320-51-2201	FICA	52,240.00	2,794.66	28,031.35	-	24,209.11
100-21-1320-51-2301	MEDICARE	12,218.00	653.59	6,738.44	-	5,479.09
100-21-1320-51-2401	RETIREMENT CONTRIBUTIONS	52,853.00	2,843.17	22,745.36	-	30,107.62

100-21-1320-51-2702	WORKERS COMP -EXECUTIVE OFFICE	-	2,416.57	2,416.57	-	(2,416.57)
100-21-1320-51-2904	EMPLOYEE APPRECIATION	20,000.00	-	2,126.33	-	17,873.67
TOTAL PERSONAL SE	RV. & EE BENE	1,010,775.00	66,776.50	640,336.68	-	370,438.02
PURCHASED/CONTRACT S	ERV.					
100-21-1320-52-1002	CONSULTING SERVICES	169,600.00	28,004.15	122,104.89	21,000.00	26,495.11
100-21-1320-52-2202	COMPUTER EQUIPMENT MAINTENANCE	5,000.00	-	-	-	5,000.00
100-21-1320-52-3101	VEHICLE INSURANCE	1,200.00	-	-	-	1,200.00
100-21-1320-52-3201	POSTAGE SHIPPING & COURIER	5,000.00	-	585.79	-	4,414.21
100-21-1320-52-3210	INTERNET WEBSITE MAINTENANCE	35,000.00	-	25,747.20	-	9,252.80
100-21-1320-52-3301	LEGAL ADVERTISEMENTS	10,000.00	-	2,085.00	-	7,915.00
100-21-1320-52-3401	ADVERTISING AND MARKETING	10,500.00	-	11,248.13	-	(748.13)
100-21-1320-52-3402	PROMOTIONAL ITEMS	5,000.00	-	1,009.52	-	3,990.48
100-21-1320-52-3500	TRAVEL FOR EMPLOYEES	8,000.00	-	620.00	-	7,380.00
100-21-1320-52-3601	DUES AND SUBSCRIPTIONS	26,800.00	-	23,167.94	-	3,632.06
100-21-1320-52-3701	TRAINING & CONFERENCES	20,000.00	-	11,101.18	237.82	8,661.00
100-21-3920-52-1004	EMERGENCY CONTINGENCY	25,000.00	-	2,044.94	-	22,955.06
TOTAL PURCHASED/C	ONTRACT SERV.	321,100.00	28,004.15	199,714.59	21,237.82	100,147.59
SUPPLIES						
100-21-1320-53-1102	OFFICE SUPPLIES	15,000.00	-	1,756.74	250.57	12,992.69
100-21-1320-53-1105	GENERAL DEPARTMENT EXPENSE	35,200.00	409.09	19,916.13	(13,737.80)	29,021.67
100-21-1320-53-1133	CITY MANAGER EXPENSE ALLOWANCE	5,000.00	-	1,000.00	-	4,000.00
TOTAL SUPPLIES		55,200.00	409.09	22,672.87	(13,487.23)	46,014.36
CAPITAL OUTLAYS						
TOTAL CHIEF EXECUTI	VE OFFICE	1,387,075.00	95,189.74	862,724.14	7,750.59	516,599.97
100-GENERAL FUND						
DEPARTMENT - FINANCE	OFFICE					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE

PERSONAL SERV. & EE	BENE					
100-22-1510-51-1101	SALARIES	860,932.00	66,164.72	508,569.90	-	352,362.50
100-22-1510-51-1301	OVERTIME	-	47.96	386.36	-	(386.36)
100-22-1510-51-2101	LIFE AND HEALTH INSURANCE	126,739.00	12,532.09	98,831.14	-	27,907.86
100-22-1510-51-2201	FICA	53,378.00	4,012.49	29,763.14	-	23,614.67
100-22-1510-51-2301	MEDICARE	12,484.00	938.39	7,200.55	-	5,282.97
100-22-1510-51-2401	RETIREMENT CONTRIBUTIONS	52,431.00	2,820.45	22,563.60	-	29,867.18
100-22-1510-51-2402	RETIREMENT ADMINISTRATION FEES	80,000.00	2,676.67	36,411.67	-	43,588.33
100-22-1510-51-2404	HEALTH REIMBURSEMENT EXP	30,000.00	-	10,840.50	-	19,159.50
100-22-1510-51-2601	UNEMPLOYMENT TAX	20,000.00	1,198.82	13,667.40	-	6,332.60
100-22-1510-51-2713	WORKERS' COMP - ADMINISTRATOR	30,000.00	2,905.00	39,128.00	-	(9,128.00)
100-22-1510-51-2904	EMPLOYEE APPRECIATION	4,000.00	(821.50)	3,229.42	-	770.58
TOTAL PERSONAL SE	RV. & EE BENE	1,269,964.00	92,475.09	770,591.68	-	499,371.83
PURCHASED/CONTRACT S	ERV.					
100-22-1510-52-1001	ANNUAL AUDIT	77,000.00	9,600.00	110,050.00	-	(33,050.00)
100-22-1510-52-1002	CONSULTING SERVICES	100,000.00	3,300.00	33,842.50	10,000.00	56,157.50
100-22-1510-52-1004	ATTORNEY FEES	350,000.00	30,000.00	210,000.00	-	140,000.00
100-22-1510-52-1005	OTHER LEGAL FEES	100,000.00	15,541.44	127,552.27	-	(27,552.27)
100-22-1510-52-1006	PERSONNEL ATTORNEY FEES	-	-	60.00	-	(60.00)
100-22-1510-52-1007	ADP PROCESSING FEES	216,000.00	5,323.70	45,235.93	-	170,764.07
100-22-1510-52-1101	BANKING/CR CARD FEES	80,000.00	(281.25)	40,224.80	-	39,775.20
100-22-1510-52-2201	OFFICE EQUIPMENT MAINTENANCE	4,460.00	-	(4,957.83)	-	9,417.83
100-22-1510-52-3102	PROPERTY & LIABILITY INSURANCE	145,750.00	321.36	24,319.67	-	121,430.33
100-22-1510-52-3103	INSURANCE CLAIM DEDUCTIBLE	34,250.00	-	53,276.41	-	(19,026.41)
100-22-1510-52-3201	POSTAGE SHIPPING & COURIER	540.00	-	10,351.42	-	(9,811.42)
100-22-1510-52-3202	TELEPHONES & COMMUNICATION	-	218.03	16,178.06	-	(16,178.06)
100-22-1510-52-3500	TRAVEL FOR EMPLOYEES	17,000.00	-	6,471.57	-	10,528.43
100-22-1510-52-3601	DUES AND SUBSCRIPTIONS	2,500.00	-	2,050.95	-	449.05
100-22-1510-52-3701	TRAINING & CONFERENCES	12,000.00	4,946.00	8,427.40	-	3,572.60
100-22-1510-52-3902	TAX COLLECTION EXPENSE	6,585.00	25.00	6,529.00	-	56.00
100-22-1510-52-3904	REFUNDS PROPERTY TAX	39,815.00	481.53	481.53	-	39,333.47
100-22-1510-52-3908	PROPERTY TAX BILL CLAYTON CO	8,600.00	27,951.02	36,523.14	-	(27,923.14)
TOTAL PURCHASED/C	ONTRACT SERV.	1,194,500.00	97,426.83	726,616.82	10,000.00	457,883.18
SUPPLIES						
100-22-1510-53-1102	OFFICE SUPPLIES	8,000.00	982.24	8,763.81	13.21	(777.02)
100-22-1510-53-1103	COPIER EXPENSE	12,000.00	-	3,842.25	-	8,157.75
100-22-1510-53-1105	GENERAL DEPARTMENT EXPENSES	45,000.00	2,401.95	19,653.70	3,252.95	22,093.35
100-22-1510-53-1210	UTILITIES - WATER/SEWER	15,000.00	2,134.49	17,009.18	-	(2,009.18)
100-22-1510-53-1221	UTILITIES - NATURAL GAS	3,000.00	462.37	1,105.72	-	1,894.28
100-22-1510-53-1231	UTILITIES-ELECTRICITY	25,000.00	4,783.75	26,471.95	-	(1,471.95)

TOTAL SUPPLIES		108,000.00	10,764.80	76,846.61	3,266.16	27,887.23
CAPITAL OUTLAYS						
100-22-1510-54-2502	CAPITAL OUTLAY	60,000.00	-	43,000.00	4,680.00	12,320.00
TOTAL CAPITAL OUT	LAYS	60,000.00	-	43,000.00	4,680.00	12,320.00
OTHER COSTS						
100-22-1510-57-9000	RESERVE FOR CONTINGENCIES	382,302.00	-	-	-	382,301.96
100-22-1510-57-9100	RESERVE FOR INSURANCE	200,000.00	-	164,386.34	-	35,613.66
TOTAL OTHER COSTS		582,302.00	-	164,386.34	-	417,915.62
LOAN						
OTHER USES						
100-22-1510-61-1585	TRANSFER TO URA (585)	1,212,750.00	-	-	-	1,212,750.00
TOTAL OTHER USES		1,212,750.00	-	-	-	1,212,750.00
TOTAL FINANCE OFFIC	E	4,427,516.00	200,666.72	1,781,441.45	17,946.16	2,628,127.86
DEPARTMENT - JUDGE A	ND SOLICITORS					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-23-1110-51-1101	SALARIES	317,616.00	22,488.38	204,349.10	-	113,266.90
100-23-1110-51-1301	OVERTIME	-	42.24	306.64	-	(306.64)
100-23-1110-51-2101	LIFE AND HEALTH INSURANCE	46,000.00	6,093.76	48,745.88	-	(2,745.88)

100-23-1110-51-2201	FICA	19,692.00	1,353.70	12,321.41	-	7,370.78
100-23-1110-51-2301	MEDICARE	4,605.00	316.59	2,881.62	-	1,723.81
100-23-1110-51-2401	RETIREMENT CONTRIBUTIONS	19,343.00	1,040.53	8,324.24	-	11,018.57
100-23-1110-51-2701	WORKER'S COMP INSURANCE	2,500.00	-	2,394.24	-	105.76
100-23-2650-51-1106	JUDGES - MUNICIPAL COURT	126,000.00	10,500.00	84,000.00	42,000.00	-
100-23-2650-51-1107	SOLICITORS-MUNICIPAL COURT	92,000.00	7,666.00	60,163.32	31,836.68	-
100-23-2650-51-1110	INDIGENT DEFENSE	10,500.00	-	4,700.00	-	5,800.00
100-23-2650-51-1111	PROTEM JUDGES	10,000.00	-	2,700.00	800.00	6,500.00
100-23-2650-51-2904	EMPLOYEE APPRECIATION	1,000.00	-	319.86	-	680.14
TOTAL PERSONAL SE	RV. & EE BENE	649,256.00	49,501.20	431,206.31	74,636.68	143,413.44
PURCHASED/CONTRACT S	ERV.					
100-23-1320-52-1002	CONSULTING SERVICES	14,000.00	-	13,500.00	-	500.00
100-23-1320-52-1301	SOFTWARE MAINTENANCE	24,000.00	1,960.00	13,720.00	10,280.00	-
100-23-1510-52-3201	POSTAGE SHIPPING & COURIER	7,000.00	1,046.95	4,481.30	-	2,518.70
100-23-1510-52-3202	TELEPHONES & COMMUNICATION	1,000.00	-	(40.44)	-	1,040.44
100-23-1510-52-3401	PRINTING	3,000.00	-	-	-	3,000.00
100-23-1510-52-3500	TRAVEL FOR EMPLOYEES	3,000.00	-	542.28	-	2,457.72
100-23-1510-52-3601	DUES & SUBSCRIPTIONS	3,000.00	-	143.93	-	2,856.07
100-23-1510-52-3701	TRAINING & CONFERENCES	7,000.00	-	3,897.83	-	3,102.17
100-23-2650-52-3601	BAILIFF WITNESS FEES	10,000.00	657.50	5,006.25	925.00	4,068.75
100-23-2650-52-3701	JUDGES SEMINARS /SUBSCRIPTIONS	2,500.00	-	100.00	-	2,400.00
100-23-3210-52-3610	POAB MANDATES	230,000.00	19,210.66	156,642.84	-	73,357.16
100-23-3210-52-3611	STATE MANDATES	443,000.00	37,446.34	298,943.68	-	144,056.32
100-23-3210-52-3612	COUNTY MANDATES	109,000.00	8,457.81	70,760.00	-	38,240.00
100-23-3210-52-3925	COURT INTERPRETER	54,000.00	2,119.18	17,744.32	250.90	36,004.78
TOTAL PURCHASED/C	ONTRACT SERV.	910,500.00	70,898.44	585,441.99	11,455.90	313,602.11
SUPPLIES						
100-23-1510-53-1102	OFFICE SUPPLIES	5,000.00	282.10	2,803.78	121.12	2,075.10
100-23-1510-53-1103	COPIER EXPENSE	2,711.00	-	1,513.16	-	1,197.84
100-23-1510-53-1105	GENERAL DEPARTMENT EXPENSE	3,000.00	-	70.50	-	2,929.50
100-23-1510-53-1106	FACILITY MAINT & REPAIR	1,700.00	-	-	161.24	1,538.76
TOTAL SUPPLIES		12,411.00	282.10	4,387.44	282.36	7,741.20
TOTAL JUDGE AND SOL	ICITORS	1,572,167.00	120,681.74	1,021,035.74	86,374.94	464,756.75

DEPARTMENT – TECHNOL	OGY SERVICES					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-24-1535-51-1101	SALARIES	365,987.00	33,841.37	249,202.43	–	116,784.57
100-24-1535-51-1301	OVERTIME	–	54.85	1,036.17	–	(1,036.17)
100-24-1535-51-2101	LIFE AND HEALTH INSURANCE	81,100.00	6,876.44	55,002.02	–	26,097.98
100-24-1535-51-2201	FICA	22,691.00	2,080.26	15,361.28	–	7,329.91
100-24-1535-51-2301	MEDICARE	5,307.00	486.51	3,592.57	–	1,714.24
100-24-1535-51-2401	RETIREMENT CONTRIBUTIONS	22,289.00	1,198.99	9,591.92	–	12,696.69
100-24-1535-51-2904	EMPLOYEE APPRECIATION	1,000.00	–	93.34	–	906.66
TOTAL PERSONAL SE	RV. & EE BENE	498,374.00	44,538.42	333,879.73	–	164,493.88
PURCHASED/CONTRACT S	ERV.					
100-24-1535-52-3102	PROPERTY & LIABILITY INSURANCE	–	–	14,139.72	–	(14,139.72)
100-24-1535-52-3201	POSTAGE SHIPPING & COURIER	500.00	–	–	–	500.00
100-24-1535-52-3202	TELEPHONES & COMMUNICATION	74,000.00	5,725.70	45,514.98	21,411.53	7,073.49
100-24-1535-52-3203	OTHER TELECOMMUNICATIONS	753,000.00	57,702.01	389,241.06	163,618.58	200,140.36
100-24-1535-52-3500	TRAVEL FOR EMPLOYEES	1,000.00	–	–	–	1,000.00
100-24-1535-52-3701	TRAINING & CONFERENCES	2,000.00	–	113.14	–	1,886.86
TOTAL PURCHASED/C	ONTRACT SERV.	830,500.00	63,427.71	449,008.90	185,030.11	196,460.99
SUPPLIES						
100-24-1535-53-1102	OFFICE SUPPLIES	1,500.00	–	387.37	–	1,112.63
100-24-1535-53-1105	GENERAL DEPARTMENT EXPENSES	3,000.00	–	2,008.22	–	991.78
100-24-1535-53-2401	COMPUTER HARDWARE/SOFTWARE	640,000.00	9,017.35	347,622.32	135,241.86	157,135.82
TOTAL SUPPLIES		644,500.00	9,017.35	350,017.91	135,241.86	159,240.23
CAPITAL OUTLAYS						
TOTAL TECHNOLOGY SE	RVICES	1,973,374.00	116,983.48	1,132,906.54	320,271.97	520,195.10

DEPARTMENT – HUMAN R	ESOURCES					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-25-1540-51-1101	SALARIES	552,000.00	44,581.96	370,169.57	–	181,830.43
100-25-1540-51-1301	OVERTIME	100.00	–	–	–	100.00
100-25-1540-51-2101	LIFE AND HEALTH INSURANCE	59,000.00	7,511.99	60,090.52	–	(1,090.52)
100-25-1540-51-2201	FICA	34,224.00	2,676.66	22,207.39	–	12,016.61
100-25-1540-51-2301	MEDICARE	8,236.00	625.99	5,193.63	–	3,042.59
100-25-1540-51-2401	RETIREMENT CONTRIBUTIONS	32,967.00	1,808.38	14,467.04	–	18,499.76
100-25-1540-51-2800	GIRMA	25,650.00	–	25,604.00	–	46.00
100-25-1540-51-2904	EMPLOYEE APPRECIATION	50,000.00	–	53,139.08	–	(3,139.08)
TOTAL PERSONAL SE	RV. & EE BENE	762,177.00	57,204.98	550,871.23	–	211,305.79
PURCHASED/CONTRACT S	ERV.					
100-25-1540-52-1202	PROFESSIONAL AND CONTRACTUAL	25,000.00	–	23,033.03	–	1,966.97
100-25-1540-52-3201	POSTAGE SHIPPING & COURIER	–	–	706.46	–	(706.46)
100-25-1540-52-3401	PRINTING	1,000.00	–	60.00	–	940.00
100-25-1540-52-3402	POSTAGE	250.00	–	(162.99)	–	412.99
100-25-1540-52-3500	TRAVEL FOR EMPLOYEES	2,300.00	–	2,255.04	–	44.96
100-25-1540-52-3601	DUES AND SUBSCRIPTIONS	2,250.00	–	360.00	–	1,890.00
100-25-1540-52-3701	TRAINING & CONFERENCES	7,700.00	–	2,762.78	–	4,937.22
100-25-1540-52-3709	EMPLOYEE SAFETY TRAINING	2,500.00	–	–	–	2,500.00
100-25-1540-52-3917	ONBOARDING AND RECRUITMENT	10,500.00	–	9,620.58	804.00	75.42
TOTAL PURCHASED/C	ONTRACT SERV.	51,500.00	–	38,634.90	804.00	12,061.10
SUPPLIES						
100-25-1540-53-1102	OFFICE SUPPLIES	8,000.00	–	1,602.07	–	6,397.93
100-25-1540-53-1103	COPIER EXPENSE	6,500.00	–	4,498.65	–	2,001.35
100-25-1540-53-1105	GENERAL DEPARTMENT EXPENSES	20,000.00	1,630.71	11,694.54	1,138.04	7,167.42
100-25-1540-53-1201	EMPLOYEE ASSISTANCE PROGRAM	6,000.00	–	3,647.00	2,323.00	30.00
TOTAL SUPPLIES		40,500.00	1,630.71	21,442.26	3,461.04	15,596.70
CAPITAL OUTLAYS						

OTHER USES						
TOTAL HUMAN RESOURC	ES	854,177.00	58,835.69	610,948.39	4,265.04	238,963.59
DEPARTMENT – ECONOMI	C DEVELOPMENT					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-26-7520-51-1101	SALARIES	292,864.00	21,259.60	129,719.23	–	163,144.77
100-26-7520-51-2101	LIFE AND HEALTH INSURANCE	76,700.00	3,975.73	31,761.69	–	44,938.31
100-26-7520-51-2201	FICA	18,158.00	1,292.82	8,802.29	–	9,355.28
100-26-7520-51-2301	MEDICARE	4,247.00	302.36	2,058.57	–	2,187.96
100-26-7520-51-2401	RETIREMENT CONTRIBUTIONS	17,835.00	959.44	7,675.52	–	10,159.90
100-26-7520-51-2904	EMPLOYEE APPRECIATION	1,000.00	–	255.65	–	744.35
TOTAL PERSONAL SE	RV. & EE BENE	410,804.00	27,789.95	180,272.95	–	230,530.57
PURCHASED/CONTRACT S	ERV.					
100-26-7520-52-1002	CONSULTING SERVICES	5,000.00	495.00	3,045.00	–	1,955.00
100-26-7520-52-3401	PRINTING	2,000.00	477.91	1,764.66	–	235.34
100-26-7520-52-3406	DUES AND SUBSCRIPTIONS	1,500.00	–	1,688.52	–	(188.52)
100-26-7520-52-3500	TRAVEL FOR EMPLOYEES	1,500.00	–	1,547.29	–	(47.29)
100-26-7520-52-3701	TRAINING & CONFERENCES	3,000.00	–	873.00	–	2,127.00
100-26-7520-52-3915	MEETINGS AND EVENTS	4,000.00	25.00	1,557.19	–	2,442.81
100-26-7520-52-3916	OTHER PURCHASED SERVICES	500.00	–	–	–	500.00
TOTAL PURCHASED/C	ONTRACT SERV.	17,500.00	997.91	10,475.66	–	7,024.34
SUPPLIES						
100-26-7520-53-1102	OFFICE SUPPLIES	3,500.00	265.30	1,967.42	252.26	1,280.32
100-26-7520-53-1105	GENERAL DEPARTMENT EXPENSE	2,000.00	–	1,845.46	89.25	65.29
100-26-7520-53-1107	FACILITY MAINT & REPAIRS	500.00	120.34	170.08	–	329.92

TOTAL SUPPLIES		6,000.00	385.64	3,982.96	341.51	1,675.53
TOTAL ECONOMIC DEVELOPMENT	DEVELOPMENT	434,304.00	29,173.50	194,731.57	341.51	239,230.44
DEPARTMENT - FLEET SERVICES	SERVICES					
DEPARTMENTAL EXPENDITURES	EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE BENEFITS	BENEFITS					
100-27-4900-51-1101	SALARIES	311,543.00	21,814.10	176,076.77	-	135,466.23
100-27-4900-51-1301	OVERTIME	2,000.00	415.35	2,468.29	-	(468.29)
100-27-4900-51-2101	LIFE AND HEALTH INSURANCE	72,800.00	6,586.41	54,798.96	-	18,001.04
100-27-4900-51-2201	FICA	19,316.00	1,362.60	10,936.95	-	8,378.72
100-27-4900-51-2301	MEDICARE	4,517.00	318.67	2,557.84	-	1,959.53
100-27-4900-51-2401	RETIREMENT CONTRIBUTIONS	18,973.00	1,020.63	8,165.04	-	10,807.93
100-27-4900-51-2701	WORKERS' COMP INSURANCE	8,000.00	-	8,619.28	-	(619.28)
TOTAL PERSONAL SERVICE & EE BENEFITS	SERV. & EE BENEFITS	437,149.00	31,517.76	263,623.13	-	173,525.88
PURCHASED/CONTRACT SERVICES	SERVICES					
100-27-4900-52-1002	Consulting Services	47,400.00	3,950.00	27,650.00	19,750.00	-
100-27-4900-52-1102	OFFICE SUPPLIES	1,000.00	-	133.32	-	866.68
100-27-4900-52-1712	EQUIPMENT MAINT/ALL DEPARTMENTS	328,000.00	16,213.48	277,076.47	65,651.38	(14,727.85)
100-27-4900-52-3101	VEHICLE INSURANCE	4,000.00	-	2,678.00	-	1,322.00
100-27-4900-52-3102	PROPERTY & LIABILITY INSURANCE	12,500.00	164.80	12,234.21	-	265.79
100-27-4900-52-3202	TELEPHONES & COMMUNICATION	-	-	(94.44)	-	94.44
100-27-4900-52-3500	TRAVEL FOR EMPLOYEES	500.00	-	-	-	500.00
100-27-4900-52-3701	TRAINING & CONFERENCES	500.00	-	1,076.00	-	(576.00)
TOTAL PURCHASED/CONTRACT SERVICES	CONTRACT SERVICES	393,900.00	20,328.28	320,753.56	85,401.38	(12,254.94)
SUPPLIES						
100-27-4900-53-1103	COPIER EXPENSE	1,800.00	-	770.63	-	1,029.37
100-27-4900-53-1106	FACILITY MAINT & REPAIRS	13,000.00	1,285.28	4,486.84	593.16	7,920.00
100-27-4900-53-1221	UTILITIES NATURAL GAS	5,500.00	741.11	3,018.18	-	2,481.82

100-27-4900-53-1231	UTILITIES ELECTRICITY	10,000.00	788.95	8,245.53	-	1,754.47
100-27-4900-53-1270	GAS ALL DEPARTMENTS	515,000.00	902.84	340,298.22	172,966.09	1,735.69
100-27-4900-53-1601	SMALL TOOLS AND EQUIPMENT	2,000.00	-	-	-	2,000.00
100-27-4900-53-1701	UNIFORMS/SHOPRAGS	7,000.00	397.91	5,901.68	-	1,098.32

TOTAL SUPPLIES		554,300.00	4,116.09	362,721.08	173,559.25	18,019.67
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CAPITAL OUTLAYS

ALLOCATION

TOTAL FLEET SERVICE	S	1,385,349.00	55,962.13	947,097.77	258,960.63	179,290.61
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DEPARTMENT - POLICE SERVICES

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
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PERSONAL SERV. & EE BENE

100-31-3210-51-1101	SALARIES	6,563,181.00	516,906.20	4,636,763.99	-	1,926,416.82
100-31-3210-51-1301	OVERTIME	250,000.00	14,880.84	173,283.55	-	76,716.45
100-31-3210-51-2101	LIFE AND HEALTH INSURANCE	2,140,500.00	158,465.74	1,556,968.49	-	583,531.51
100-31-3210-51-2201	FICA	416,217.00	31,858.68	288,719.48	-	127,497.73
100-31-3210-51-2301	MEDICARE	97,341.00	7,450.82	67,523.13	-	29,817.99
100-31-3210-51-2401	RETIREMENT CONTRIBUTIONS	408,833.00	21,992.70	175,941.60	-	232,891.11
100-31-3210-51-2602	UNEMPLOYMENT CLAIMS PAID	-	-	878.00	-	(878.00)
100-31-3210-51-2701	WORKER'S COMP INSURANCE	60,000.00	-	57,461.88	-	2,538.12
100-31-3210-51-2702	WORKERS' COMP CLAIMS - POLICE	90,000.00	8,071.84	549,670.21	-	(459,670.21)
100-31-3210-51-2904	EMPLOYEE APPRECIATION	7,500.00	694.61	3,672.33	430.43	3,397.24

TOTAL PERSONAL SE	RV. & EE BENE	10,033,572.00	760,321.43	7,510,882.66	430.43	2,522,258.76
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PURCHASED/CONTRACT S ERV.

100-31-3210-52-1202	PROFESSIONAL AND CONTRACTUAL	42,500.00	1,050.00	4,265.00	21,700.00	16,535.00
100-31-3210-52-1203	JAIL TERTIARY CARE	5,000.00	-	-	-	5,000.00
100-31-3210-52-1300	TECHNICAL CONTRACT SERVICES	102,500.00	-	521.60	-	101,978.40
100-31-3210-52-2201	OFFICE EQUIP MAINT	5,000.00	-	365.30	874.87	3,759.83
100-31-3210-52-2203	AIR CARD EXPENSE / MAINTENANCE	75,000.00	3,459.21	69,416.16	-	5,583.84

100-31-3210-52-2209	RADIO EQUIPMENT	20,000.00	-	347.60	-	19,652.40
100-31-3210-52-3101	VEHICLE INSURANCE	70,000.00	-	73,645.02	-	(3,645.02)
100-31-3210-52-3102	PROPERTY & LIABILITY INSURANCE	120,000.00	1,545.01	113,617.69	-	6,382.31
100-31-3210-52-3201	POSTAGE SHIPPING & COURIER	500.00	-	5.93	-	494.07
100-31-3210-52-3202	TELEPHONES & COMMUNICATION	9,000.00	123.03	2,902.28	-	6,097.72
100-31-3210-52-3401	PRINTING	2,000.00	-	1,888.99	106.00	5.01
100-31-3210-52-3500	TRAVEL FOR EMPLOYEES	5,000.00	-	2,225.47	-	2,774.53
100-31-3210-52-3601	DUES AND SUBSCRIPTIONS	7,000.00	-	4,250.85	-	2,749.15
100-31-3210-52-3701	TRAINING & CONFERENCES	29,000.00	250.00	18,781.83	94.00	10,124.17
100-31-3210-52-3712	TRAINING AIDS - OTHER	5,000.00	3,500.00	4,350.00	-	650.00
TOTAL PURCHASED/C	ONTRACT SERV.	497,500.00	9,927.25	296,583.72	22,774.87	178,141.41
SUPPLIES						
100-31-3210-53-1102	OFFICE SUPPLIES	13,500.00	1,578.37	13,353.83	0.72	145.45
100-31-3210-53-1103	COPIER EXPENSE	14,000.00	-	7,422.41	-	6,577.59
100-31-3210-53-1105	GENERAL DEPARTMENT EXPENSES	14,000.00	-	7,622.67	124.00	6,253.33
100-31-3210-53-1210	UTILITIES WATER/SEWER	9,000.00	1,022.09	7,836.29	-	1,163.71
100-31-3210-53-1221	UTILITIES -NATURAL GAS	6,000.00	436.71	6,016.30	109.08	(125.38)
100-31-3210-53-1231	UTILITIES ELECTRICITY	40,000.00	7,601.90	49,015.47	-	(9,015.47)
100-31-3210-53-1604	OFFICE IMPROVEMENTS	3,000.00	-	866.62	1,730.07	403.31
100-31-3210-53-1701	SHOP WITH A COP EXPENSE	-	-	2,955.64	-	(2,955.64)
100-31-3210-53-1702	UNIFORMS & RAINWEAR	90,000.00	1,336.80	78,343.74	6,784.47	4,871.79
100-31-3210-53-1703	FIRST AID /MEDICAL SUPPLIES	1,500.00	-	956.23	-	543.77
100-31-3210-53-1704	DETECTIVE SUPPLIES	9,000.00	718.15	7,877.31	225.04	897.65
100-31-3210-53-1705	CRIME PREVENTION EXPENSE	5,000.00	-	4,911.60	-	88.40
100-31-3210-53-1708	K-9 SUPPLIES AND EQUIPMENT	23,000.00	139.98	21,044.77	780.00	1,175.23
100-31-3210-53-1710	SERVICE WEAPONS AND AMMUNITION	15,000.00	8,280.00	19,924.60	(6,750.00)	1,825.40
100-31-3210-53-1711	RADIO/SURVEILLANCE EQUIP	10,000.00	997.80	3,741.39	3,558.61	2,700.00
100-31-3210-53-1714	FLEET EQUIPMENT MAINTENANCE	34,000.00	848.00	27,554.30	6,426.87	18.83
100-31-3260-53-1104	FACILITY SUPPLIES	17,500.00	362.30	9,661.62	103.38	7,735.00
100-31-3260-53-1106	FACILITY MAINT & REPAIRS	45,000.00	327.74	40,790.80	930.99	3,278.21
TOTAL SUPPLIES		349,500.00	23,649.84	309,895.59	14,023.23	25,581.18
CAPITAL OUTLAYS						
LOAN						
OTHER USES						
TOTAL POLICE SERVIC	ES	10,880,572.00	793,898.52	8,117,361.97	37,228.53	2,725,981.35

DEPARTMENT - E911 CO	MMUNICATIONS					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-32-3801-51-1101	SALARIES	819,208.00	61,069.07	522,517.42	-	296,690.58
100-32-3801-51-1301	OVERTIME	85,000.00	7,624.63	63,555.59	-	21,444.41
100-32-3801-51-2101	LIFE AND HEALTH INSURANCE	287,500.00	26,549.37	192,540.00	-	94,960.00
100-32-3801-51-2201	FICA	50,791.00	4,103.92	35,027.83	-	15,763.07
100-32-3801-51-2301	MEDICARE	11,879.00	959.79	8,192.00	-	3,686.52
100-32-3801-51-2401	RETIREMENT CONTRIBUTIONS	49,890.00	2,683.76	21,470.08	-	28,419.69
TOTAL PERSONAL SE	RV. & EE BENE	1,304,268.00	102,990.54	843,302.92	-	460,964.27
PURCHASED/CONTRACT S	ERV.					
100-32-3801-52-3500	TRAVEL FOR EMPLOYEES	1,000.00	-	84.90	-	915.10
100-32-3801-52-3701	TRAINING & CONFERENCES	2,000.00	-	886.45	-	1,113.55
TOTAL PURCHASED/C	ONTRACT SERV.	3,000.00	-	971.35	-	2,028.65
SUPPLIES						
100-32-3801-53-1102	OFFICE SUPPLIES	1,800.00	-	1,826.94	-	(26.94)
100-32-3801-53-1702	UNIFORMS & RAINWEAR	1,500.00	940.50	1,117.99	-	382.01
TOTAL SUPPLIES		3,300.00	940.50	2,944.93	-	355.07
TOTAL E911 COMMUNIC	ATIONS	1,310,568.00	103,931.04	847,219.20	-	463,347.99

DEPARTMENT - RECREAT	ION AND LEISURE					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE

PERSONAL SERV. & EE	BENE					
100-41-6110-51-1101	SALARIES	1,883,907.00	111,362.02	1,046,305.44	-	837,601.56
100-41-6110-51-1301	OVERTIME	-	4,243.71	10,673.84	-	(10,673.84)
100-41-6110-51-2101	LIFE AND HEALTH INSURANCE	313,300.00	25,364.63	204,790.58	-	108,509.42
100-41-6110-51-2201	FICA	126,102.00	7,021.57	64,292.63	-	61,809.60
100-41-6110-51-2301	MEDICARE	29,492.00	1,642.13	15,036.19	-	14,455.46
100-41-6110-51-2401	RETIREMENT CONTRIBUTIONS	123,865.00	6,663.18	53,305.44	-	70,559.50
100-41-6110-51-2701	WORKER'S COMP INSURANCE	8,000.00	-	7,661.58	-	338.42
100-41-6110-51-2702	WORKERS' COMP CLAIMS - REC	-	551.41	1,112.92	-	(1,112.92)
100-41-6110-51-2904	EMPLOYEE APPRECIATION	1,000.00	-	1,437.09	-	(437.09)
TOTAL PERSONAL SE	RV. & EE BENE	2,485,666.00	156,848.65	1,404,615.71	-	1,081,050.11
PURCHASED/CONTRACT S	ERV.					
100-41-6110-52-1202	PROFESSIONAL AND CONTRACTUAL	25,000.00	1,858.80	15,940.38	-	9,059.62
100-41-6110-52-1300	TECHNICAL CONTRACT SERVICES	-	364.49	3,115.53	-	(3,115.53)
100-41-6110-52-3101	VEHICLE INSURANCE	5,000.00	-	3,347.50	-	1,652.50
100-41-6110-52-3102	PROPERTY & LIABILITY INSURANCE	15,000.00	201.89	14,703.24	-	296.76
100-41-6110-52-3201	POSTAGE SHIPPING & COURIER	584.00	-	119.99	-	464.01
100-41-6110-52-3202	TELEPHONES & COMMUNICATION	6,000.00	(129.66)	1,607.30	135.08	4,257.62
100-41-6110-52-3203	RADIOS/PAGERS MAINTENANCE	-	196.18	196.18	-	(196.18)
100-41-6110-52-3500	TRAVEL FOR EMPLOYEES	3,500.00	-	4,445.98	-	(945.98)
100-41-6110-52-3601	DUES AND SUBSCRIPTIONS	4,416.00	152.84	5,055.57	-	(639.57)
100-41-6110-52-3701	TRAINING & CONFERENCES	6,000.00	-	1,750.00	-	4,250.00
TOTAL PURCHASED/C	ONTRACT SERV.	65,500.00	2,644.54	50,281.67	135.08	15,083.25
SUPPLIES						
100-41-6110-53-1103	COPIER EXPENSE	6,200.00	-	3,060.27	-	3,139.73
100-41-6110-53-1104	FACILITY SUPPLIES	18,000.00	1,622.32	11,256.64	-	6,743.36
100-41-6110-53-1106	FACILITY MAINT & REPAIRS	70,000.00	1,476.76	39,446.24	1,800.00	28,753.76
100-41-6110-53-1210	UTILITIES -WATER/SEWER	35,000.00	1,801.22	16,287.99	-	18,712.01
100-41-6110-53-1221	UTILITIES -NATURAL GAS	9,000.00	869.77	8,065.10	-	934.90
100-41-6110-53-1231	UTILITIES - ELECTRICITY	30,000.00	5,259.43	72,219.32	-	(42,219.32)
100-41-6110-53-1702	UNIFORMS & RAINWEAR	8,000.00	-	990.00	-	7,010.00
100-41-6110-53-1717	SAFETY EQUIPMENT	2,000.00	109.07	1,286.27	-	713.73
100-41-6120-53-1108	SENIOR PROGRAMS	25,000.00	1,821.33	10,417.66	125.00	14,457.34
100-41-6120-53-1112	ATHLETIC PROGRAM	77,500.00	40.00	39,385.65	12,524.86	25,589.49
100-41-6120-53-1113	DAY CAMP	15,000.00	-	14,821.68	-	178.32
100-41-6120-53-1115	INSTRUCTIONAL CLASSES	6,000.00	-	4,361.00	-	1,639.00
100-41-6124-53-1117	POOLS	12,000.00	121.46	8,394.13	-	3,605.87
100-41-6190-53-1118	SPECIAL EVENTS	165,000.00	-	155,767.54	-	9,232.46

100-41-6190-53-1119	SPECIAL PROJECTS	15,000.00	-	993.48	-	14,006.52
TOTAL SUPPLIES		493,700.00	13,121.36	386,752.97	14,449.86	92,497.17
CAPITAL OUTLAYS						
TOTAL RECREATION AND LEISURE	D LEISURE	3,044,866.00	172,614.55	1,841,650.35	14,584.94	1,188,630.53
DEPARTMENT - PUBLIC	WORKS - STREETS					
DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-51-4210-51-1101	SALARIES	2,038,095.00	134,097.72	1,239,561.97	-	798,533.03
100-51-4210-51-1301	OVERTIME	30,000.00	11,860.49	45,966.28	-	(15,966.28)
100-51-4210-51-2101	LIFE AND HEALTH INSURANCE	556,700.00	46,952.99	363,825.30	-	192,874.70
100-51-4210-51-2201	FICA	132,562.00	8,819.83	77,568.35	-	54,993.54
100-51-4210-51-2301	MEDICARE	31,002.00	2,062.69	18,140.94	-	12,861.44
100-51-4210-51-2401	RETIREMENT CONTRIBUTIONS	130,210.00	7,004.50	56,036.00	-	74,173.99
100-51-4210-51-2701	WORKER'S COMP INSURANCE	20,000.00	-	19,153.96	-	846.04
100-51-4210-51-2702	WORKERS' COMP CLAIMS - STREET	-	(156.45)	7,374.57	-	(7,374.57)
100-51-4210-51-2904	EMPLOYEE APPRECIATION	4,000.00	-	808.99	-	3,191.01
TOTAL PERSONAL SERVICE	RV. & EE BENE	2,942,569.00	210,641.77	1,828,436.36	-	1,114,132.90
PURCHASED/CONTRACT SERVICES	ERV.					
100-51-4210-52-1601	SMALL TOOLS AND EQUIPMENT	7,500.00	46.53	2,266.07	9.84	5,224.09
100-51-4210-52-3101	VEHICLE INSURANCE	55,000.00	-	36,822.50	-	18,177.50
100-51-4210-52-3102	PROPERTY & LIABILITY INSURANCE	50,000.00	531.49	39,171.66	-	10,828.34
100-51-4210-52-3201	POSTAGE SHIPPING & COURIER	500.00	-	270.79	-	229.21
100-51-4210-52-3202	TELEPHONES & COMMUNICATION	7,000.00	-	2,304.44	292.38	4,403.18
100-51-4210-52-3203	RADIOS/PAGERS MAINTENANCE	-	681.94	681.94	-	(681.94)
100-51-4210-52-3401	PRINTING	1,000.00	-	295.46	-	704.54
100-51-4210-52-3601	DUES AND SUBSCRIPTIONS	1,000.00	-	-	-	1,000.00
100-51-4210-52-3701	TRAINING & CONFERENCES	6,000.00	-	1,135.99	-	4,864.01
100-51-4250-52-3500	TRAVEL FOR EMPLOYEES	6,000.00	-	-	-	6,000.00
100-51-4270-52-1232	WARNING REGULATORY	-	1,330.25	5,678.11	-	(5,678.11)

TOTAL PURCHASED/C	ONTRACT SERV.	134,000.00	2,590.21	88,626.96	302.22	45,070.82
SUPPLIES						
100-51-4210-53-1102	OFFICE SUPPLIES	2,000.00	-	356.53	-	1,643.47
100-51-4210-53-1103	COPIER EXPENSE	3,500.00	-	1,818.36	-	1,681.64
100-51-4210-53-1104	FACILITY SUPPLIES	4,500.00	227.52	2,373.81	1,373.22	752.97
100-51-4210-53-1105	GENERAL DEPARTMENT EXPENSES	4,500.00	-	1,962.15	-	2,537.85
100-51-4210-53-1106	FACILITY MAINT & REPAIRS	107,000.00	31,812.98	125,386.60	642.45	(19,029.05)
100-51-4210-53-1210	UTILITIES -WATER/SEWER	12,000.00	1,086.35	8,923.81	-	3,076.19
100-51-4210-53-1221	UTILITIES -NATURAL GAS	-	219.40	1,171.39	-	(1,171.39)
100-51-4210-53-1231	UTILITIES - ELECTRICITY	10,000.00	9,287.37	58,104.72	-	(48,104.72)
100-51-4210-53-1702	UNIFORMS & RAINWEAR	25,000.00	2,265.49	23,340.66	-	1,659.34
100-51-4221-53-1122	RIGHT-OF-WAY ENHANCEMENTS	8,000.00	1,079.87	3,719.56	(1,590.20)	5,870.64
100-51-4221-53-1123	STREET MAINTENANCE	15,000.00	234.61	9,571.77	-	5,428.23
100-51-4260-53-1233	STREET LIGHTING	425,000.00	37,734.21	274,462.53	-	150,537.47
100-51-4270-53-1231	UTILITIES-TRAFFIC ELECTRICITY	15,000.00	1,455.75	9,985.95	-	5,014.05
TOTAL SUPPLIES		631,500.00	85,403.55	521,177.84	425.47	109,896.69
CAPITAL OUTLAYS						
OTHER USES						
TOTAL PUBLIC WORKS		3,708,069.00	298,635.53	2,438,241.16	727.69	1,269,100.41
DEPARTMENT - PUBLIC	WORKS - PARKS					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PURCHASED/CONTRACT S	ERV.					
SUPPLIES						
100-54-6210-53-1601	SMALL TOOLS AND EQUIPMENT	5,000.00	392.37	673.13	-	4,326.87
100-54-6210-53-1602	SMALL EQUIPMENT MAINTENANCE	5,000.00	-	914.11	-	4,085.89

100-54-6210-53-2212	MAINTENANCE CONTRACTS	20,000.00	520.65	7,035.26	281.20	12,683.54
100-54-6220-53-1129	PARKS MAINTENANCE	20,000.00	2,076.46	6,771.43	-	13,228.57
100-54-6230-53-1127	LANDSCAPING CITY	44,000.00	1,151.82	6,317.56	-	37,682.44
TOTAL SUPPLIES		94,000.00	4,141.30	21,711.49	281.20	72,007.31
CAPITAL OUTLAYS						
TOTAL PUBLIC WORKS		94,000.00	4,141.30	21,711.49	281.20	72,007.31

DEPARTMENT - PB&Z

DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-55-7410-51-1101	SALARIES	425,500.00	33,860.34	326,751.83	-	98,748.17
100-55-7410-51-1301	OVERTIME	1,000.00	25.59	838.60	-	161.40
100-55-7410-51-2101	LIFE AND HEALTH INSURANCE	125,300.00	14,909.91	98,162.08	-	27,137.92
100-55-7410-51-2201	FICA	26,381.00	2,048.81	19,848.81	-	6,532.19
100-55-7410-51-2301	MEDICARE	6,170.00	479.16	4,642.04	-	1,527.71
100-55-7410-51-2401	RETIREMENT CONTRIBUTIONS	25,913.00	1,393.96	11,151.68	-	14,761.27
100-55-7410-51-2701	WORKER'S COMP INSURANCE	3,200.00	-	3,351.94	-	(151.94)
100-55-7410-51-2904	EMPLOYEE APPRECIATION	1,000.00	-	490.44	-	509.56
TOTAL PERSONAL SE	RV. & EE BENE	614,464.00	52,717.77	465,237.42	-	149,226.28
PURCHASED/CONTRACT S	ERV.					
100-55-7410-52-1200	MUNICIPAL PLANNING	112,000.00	-	-	-	112,000.00
100-55-7410-52-1202	PROFESSIONAL AND CONTRACTUAL	220,000.00	325.00	69,174.94	35,750.06	115,075.00
100-55-7410-52-1301	SOFTWARE MAINTENANCE	1,000.00	-	-	-	1,000.00
100-55-7410-52-3101	VEHICLE INSURANCE	1,300.00	-	870.36	-	429.64
100-55-7410-52-3102	PROPERTY & LIABILITY INSURANCE	10,500.00	140.08	10,285.59	-	214.41
100-55-7410-52-3201	POSTAGE SHIPPING & COURIER	3,000.00	-	615.21	-	2,384.79
100-55-7410-52-3202	TELEPHONES & COMMUNICATION	3,000.00	432.80	1,360.15	79.93	1,559.92
100-55-7410-52-3401	PRINTING	8,000.00	90.00	1,393.00	52.00	6,555.00
100-55-7410-52-3500	TRAVEL FOR EMPLOYEES	10,000.00	-	586.96	-	9,413.04
100-55-7410-52-3601	DUES AND SUBSCRIPTIONS	43,550.00	-	42,500.00	-	1,050.00
100-55-7410-52-3701	TRAINING & CONFERENCES	15,000.00	-	5,807.85	-	9,192.15

100-55-7410-52-3925	GEO. INFORMATION SYSTEM (GIS)	10,000.00	-	-	-	10,000.00
TOTAL PURCHASED/C	ONTRACT SERV.	437,350.00	987.88	132,594.06	35,881.99	268,873.95
SUPPLIES						
100-55-7410-53-1102	OFFICE SUPPLIES	4,000.00	-	1,322.85	-	2,677.15
100-55-7410-53-1103	COPIER EXPENSE	-	-	2,530.48	-	(2,530.48)
100-55-7410-53-1105	GENERAL DEPARTMENT EXPENSES	7,000.00	521.78	3,897.84	966.04	2,136.12
100-55-7410-53-1210	UTILITIES -WATER/SEWER	-	150.64	1,133.52	-	(1,133.52)
100-55-7410-53-1221	UTILITIES -NATURAL GAS	-	340.12	1,812.09	-	(1,812.09)
100-55-7410-53-1231	UTILITIES -ELECTRICITY	-	509.48	12,127.45	-	(12,127.45)
TOTAL SUPPLIES		11,000.00	1,522.02	22,824.23	966.04	(12,790.27)
CAPITAL OUTLAYS						
OTHER USES						
TOTAL PB&Z		1,062,814.00	55,227.67	620,655.71	36,848.03	405,309.96

DEPARTMENT - ANIMAL	CONTROL					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-56-3910-51-1101	SALARIES	116,420.00	4,347.20	49,058.17	-	67,361.83
100-56-3910-51-1301	OVERTIME	-	376.99	1,222.67	-	(1,222.67)
100-56-3910-51-2101	LIFE AND HEALTH INSURANCE	16,407.00	976.32	11,141.20	-	5,265.38
100-56-3910-51-2201	FICA	7,218.00	292.90	3,094.39	-	4,123.65
100-56-3910-51-2301	MEDICARE	1,688.00	68.50	723.72	-	964.37
100-56-3910-51-2401	RETIREMENT CONTRIBUTIONS	7,090.00	381.40	3,051.20	-	4,038.78
TOTAL PERSONAL SE	RV. & EE BENE	148,823.00	6,443.31	68,291.35	-	80,531.34
PURCHASED/CONTRACT S	ERV.					
100-56-3910-52-1102	OFFICE SUPPLIES	500.00	-	309.71	-	190.29

100-56-3910-52-3101	VEHICLE INSURANCE	1,200.00	-	803.40	-	396.60
100-56-3910-52-3204	TRAINING & CONFERENCES	1,000.00	-	-	-	1,000.00
100-56-3910-52-3500	TRAVEL FOR EMPLOYEES	1,000.00	-	31.36	-	968.64
TOTAL PURCHASED/C	ONTRACT SERV.	3,700.00	-	1,144.47	-	2,555.53
SUPPLIES						
100-56-3910-53-1105	GENERAL DEPARTMENT EXPENSES	2,000.00	-	1,536.81	184.74	278.45
100-56-3910-53-1702	UNIFORMS & RAINWEAR	1,000.00	-	968.44	-	31.56
TOTAL SUPPLIES		3,000.00	-	2,505.25	184.74	310.01
TOTAL ANIMAL CONTRO	L	155,523.00	6,443.31	71,941.07	184.74	83,396.88
100-GENERAL FUND						
DEPARTMENT - CODE EN	FORCEMENT					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-57-7410-51-1101	SALARIES	557,900.00	28,958.92	326,908.94	-	230,991.06
100-57-7410-51-1301	OVERTIME	2,000.00	49.78	448.06	-	1,551.94
100-57-7410-51-2101	LIFE AND HEALTH INSURANCE	142,100.00	10,407.60	98,662.93	-	43,437.07
100-57-7410-51-2201	SOCIAL SECURITY	34,590.00	1,737.74	19,653.14	-	14,936.66
100-57-7410-51-2301	MEDICARE	8,090.00	406.40	4,596.33	-	3,493.22
100-57-7410-51-2401	RETIREMENT CONTRIBUTIONS	33,976.00	1,827.71	14,621.68	-	19,354.43
100-57-7410-51-2701	WORKER'S COMP INSURANCE	2,400.00	-	1,436.55	-	963.45
100-57-7410-51-2904	EMPLOYEE APPRECIATION	1,000.00	-	570.17	-	429.83
TOTAL PERSONAL SE	RV. & EE BENE	782,056.00	43,388.15	466,897.80	-	315,157.66
PURCHASED/CONTRACT S	ERV.					
100-57-7410-52-3101	VEHICLE INSURANCE	6,000.00	-	3,347.50	-	2,652.50
100-57-7410-52-3201	POSTAGE SHIPPING & COURIER	1,500.00	-	286.73	-	1,213.27
100-57-7410-52-3202	TELEPHONES & COMMUNICATION	11,000.00	451.03	3,457.46	-	7,542.54

100-57-7410-52-3401	PRINTING	1,000.00	-	-	-	1,000.00
100-57-7410-52-3500	TRAVEL FOR EMPLOYEE'S	5,000.00	1,428.00	3,902.78	-	1,097.22
100-57-7410-52-3601	DUES AND SUBSCRIPTIONS	1,000.00	-	921.80	-	78.20
100-57-7410-52-3701	TRAINING & CONFERENCES	5,000.00	-	2,934.00	-	2,066.00

TOTAL PURCHASED/C	ONTRACT SERV.	30,500.00	1,879.03	14,850.27	-	15,649.73
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SUPPLIES

100-57-7410-53-1102	OFFICE SUPPLIES	4,000.00	185.09	1,659.86	200.00	2,140.14
100-57-7410-53-1105	GENERAL DEPARTMENT EXPENSES	5,000.00	-	1,809.02	-	3,190.98
100-57-7410-53-1702	UNIFORMS & RAINWEAR	4,000.00	-	3,202.73	269.90	527.37
100-57-7410-53-1703	BEAUTIFICATION EFFORTS	6,000.00	-	1,631.18	-	4,368.82

TOTAL SUPPLIES		19,000.00	185.09	8,302.79	469.90	10,227.31
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TOTAL CODE ENFORCEM	ENT	831,556.00	45,452.27	490,050.86	469.90	341,034.70
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DEPARTMENT - FIRE - EMS SERVICES

DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
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PERSONAL SERV. & EE BENE

100-60-3610-51-1101	SALARIES	817,860.00	58,776.19	566,260.30	-	251,599.70
100-60-3610-51-1301	OVERTIME	50,000.00	607.22	51,451.57	-	(1,451.57)
100-60-3610-51-2101	LIFE AND HEALTH INSURANCE	179,000.00	22,255.29	199,312.99	-	(20,312.99)
100-60-3610-51-2201	FICA	50,707.00	3,552.02	37,132.75	-	13,574.57
100-60-3610-51-2301	MEDICARE	11,859.00	830.72	8,684.26	-	3,174.71
100-60-3610-51-2401	RETIREMENT CONTRIBUTIONS	49,808.00	2,679.35	21,434.80	-	28,372.87
100-60-3610-51-2701	WORKER'S COMP INSURANCE	11,500.00	-	11,013.52	-	486.48
100-60-3610-51-2702	WORKERS' COMP CLAIMS - EMS SVC	64,000.00	779.52	24,760.61	-	39,239.39

TOTAL PERSONAL SE	RV. & EE BENE	1,234,734.00	89,480.31	920,050.80	-	314,683.16
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PURCHASED/CONTRACT S ERV.

100-60-3610-52-1009	EMS MEDICAL DIRECTOR	16,000.00	4,000.00	8,000.00	8,000.00	-
100-60-3610-52-2203	E M S EQUIPMENT MAINTENANCE	8,500.00	-	422.66	-	8,077.34
100-60-3610-52-3101	VEHICLE INSURANCE	21,000.00	-	14,059.51	-	6,940.49
100-60-3610-52-3714	PARAMEDIC RE-CERTIFICATION	10,000.00	-	1,875.00	-	8,125.00
100-60-3610-52-3900	DIVERSIFIED COLLECTION AGENCY	24,000.00	-	21,638.88	1,922.82	438.30
100-60-3610-52-3926	AMBULANCE LICENSING FEE	1,000.00	-	-	-	1,000.00
TOTAL PURCHASED/C	ONTRACT SERV.	80,500.00	4,000.00	45,996.05	9,922.82	24,581.13
SUPPLIES						
100-60-3610-53-1137	RESCUE TRUCK EQUIPMENT	30,000.00	2,819.12	17,344.41	9,192.10	3,463.49
100-60-3610-53-1703	FIRST AID/MEDICAL SUPPLIES	90,000.00	-	23,602.29	54,801.56	11,596.15
TOTAL SUPPLIES		120,000.00	2,819.12	40,946.70	63,993.66	15,059.64
CAPITAL OUTLAYS						
TOTAL FIRE - EMS SE	RVICES	1,435,234.00	96,299.43	1,006,993.55	73,916.48	354,323.93

DEPARTMENT - FIRE-FI	REFIGHTERS &ADMIN					
DEPARTMENTAL EXPENDI	TURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE	BENE					
100-61-3510-51-1101	SALARIES	4,661,255.00	407,645.56	3,451,820.07	-	1,209,434.93
100-61-3510-51-1301	OVERTIME	350,000.00	16,042.80	194,393.10	-	155,606.90
100-61-3510-51-2101	LIFE AND HEALTH INSURANCE	1,382,000.00	130,904.17	1,033,201.65	-	348,798.35
100-61-3510-51-2201	FICA	298,298.00	25,688.99	220,979.05	-	77,318.76
100-61-3510-51-2301	MEDICARE	69,763.00	6,007.91	51,680.58	-	18,082.62
100-61-3510-51-2401	RETIREMENT CONTRIBUTIONS	293,005.00	15,761.90	126,095.20	-	166,910.23
100-61-3510-51-2701	WORKER'S COMP INSURANCE	27,000.00	-	25,857.85	-	1,142.15
100-61-3510-51-2702	WORKERS' COMP CLAIMS - FIRE SV	20,000.00	15,083.45	46,081.34	-	(26,081.34)
100-61-3510-51-2902	EMPLOYEE APPRECIATION	8,200.00	-	7,308.58	-	891.42
TOTAL PERSONAL SE	RV. & EE BENE	7,109,521.00	617,134.78	5,157,417.42	-	1,952,104.02

PURCHASED/CONTRACT S	ERV.					
100-61-3510-52-1202	PROFESSIONAL AND CONTRACTUAL	140,300.00	11,022.29	75,258.23	(17,686.28)	82,728.05
100-61-3510-52-2201	OFFICE EQUIPMENT MAINTENANCE	300.00	-	-	-	300.00
100-61-3510-52-2203	FIRE EQUIPMENT MAINTENANCE	30,000.00	-	21,137.94	2,998.30	5,863.76
100-61-3510-52-2209	RADIO EQUIPMENT	53,000.00	-	36,113.17	-	16,886.83
100-61-3510-52-2210	FIRE PREVENTION	20,000.00	-	8,961.95	4,111.10	6,926.95
100-61-3510-52-2214	FACILITY IMPROVEMENTS	20,000.00	-	3,516.55	-	16,483.45
100-61-3510-52-3101	VEHICLE INSURANCE	94,000.00	-	62,933.01	-	31,066.99
100-61-3510-52-3102	PROPERTY & LIABILITY INSURANCE	71,000.00	947.60	69,552.35	-	1,447.65
100-61-3510-52-3201	POSTAGE SHIPPING & COURIER	300.00	-	-	-	300.00
100-61-3510-52-3202	TELEPHONES & COMMUNICATION	25,000.00	348.30	12,403.80	611.92	11,984.28
100-61-3510-52-3500	TRAVEL FOR EMPLOYEES	5,000.00	-	1,336.86	-	3,663.14
100-61-3510-52-3600	DUES AND SUBSCRIPTIONS	10,000.00	15.00	3,071.00	-	6,929.00
100-61-3510-52-3701	TRAINING & CONFERENCES	30,000.00	86.51	9,869.01	-	20,130.99
100-61-3510-52-3712	TRAINING AIDS - OTHER	15,000.00	-	2,852.21	2,300.00	9,847.79
100-61-3520-52-3718	SUPPRESSION UNIFORM SUPPLY	5,000.00	-	1,145.69	-	3,854.31
TOTAL PURCHASED/C	ONTRACT SERV.	518,900.00	12,419.70	308,151.77	(7,664.96)	218,413.19
SUPPLIES						
100-61-3510-53-1102	OFFICE SUPPLIES	7,500.00	-	2,875.07	-	4,624.93
100-61-3510-53-1103	COPIER EXPENSE	14,000.00	204.34	6,944.05	200.00	6,855.95
100-61-3510-53-1104	FACILITY SUPPLIES	15,000.00	-	6,912.22	-	8,087.78
100-61-3510-53-1105	GENERAL DEPARTMENT EXPENSES	5,000.00	-	2,198.97	-	2,801.03
100-61-3510-53-1106	FACILITY MAINT & REPAIRS	150,000.00	15,438.31	53,178.20	11,140.81	85,680.99
100-61-3510-53-1210	UTILITIES -WATER/SEWER	-	1,125.66	10,588.63	-	(10,588.63)
100-61-3510-53-1221	UTILITIES -NATURAL GAS	-	1,370.17	11,329.77	-	(11,329.77)
100-61-3510-53-1231	UTILITIES - ELECTRICITY	-	6,177.69	46,060.02	-	(46,060.02)
100-61-3510-53-1702	UNIFORMS & RAINWEAR	125,000.00	12,471.63	28,451.06	67,488.34	29,060.60
100-61-3510-53-1709	FILM /PUB. RELATIONS EVENTS	2,000.00	-	-	-	2,000.00
100-61-3520-53-1134	DORMITORY EXPENSE	5,000.00	409.34	2,391.57	-	2,608.43
100-61-3520-53-1136	FIRE FIGHTING EQUIPMENT	200,000.00	28,314.21	28,314.21	142,073.84	29,611.95
TOTAL SUPPLIES		523,500.00	65,511.35	199,243.77	220,902.99	103,353.24
CAPITAL OUTLAYS						
LOAN						
100-61-3510-58-1200	PRINCIPAL	33,794.00	-	-	-	33,794.00
100-61-3510-58-2200	INTEREST	1,075.00	-	-	-	1,074.63
TOTAL LOAN		34,869.00	-	-	-	34,868.63

TOTAL FIRE-FIREFIGHTERS & ADMIN		8,186,790.00	695,065.83	5,664,812.96	213,238.03	2,308,739.08
DEPARTMENT – EMERGENCY MGMT SERVICES						
DEPARTMENTAL EXPENDITURES		CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE
PERSONAL SERV. & EE BENE						
100-62-3920-51-1101	SALARIES	90,517.00	7,168.35	57,866.25	–	32,650.75
100-62-3920-51-2201	FICA	5,612.00	433.02	3,490.62	–	2,121.43
100-62-3920-51-2301	MEDICARE	1,313.00	101.28	816.48	–	496.02
100-62-3920-51-2401	RETIREMENT CONTRIBUTIONS	5,512.00	296.54	2,372.32	–	3,140.17
TOTAL PERSONAL SERVICE & EE BENE		102,954.00	7,999.19	64,545.67	–	38,408.37
PURCHASED/CONTRACT SERVICES						
100-62-3920-52-3701	TRAINING & CONFERENCES	4,000.00	–	–	–	4,000.00
TOTAL PURCHASED/CONTRACT SERVICES		4,000.00	–	–	–	4,000.00
SUPPLIES						
100-62-3920-53-1105	GENERAL DEPARTMENT EXPENSES	3,500.00	–	303.46	–	3,196.54
100-62-3920-53-1138	EQUIPMENT	3,500.00	–	298.00	–	3,202.00
TOTAL SUPPLIES		7,000.00	–	601.46	–	6,398.54
TOTAL EMERGENCY MGMT SERVICES		113,954.00	7,999.19	65,147.13	–	48,806.91
TOTAL EXPENDITURES		43,825,861.00	3,010,543.16	28,283,319.95	1,053,499.41	14,489,037.64

REVENUE OVER/(UNDER)	EXPENDITURES	(4. 00)	(2,056,929. 21)	830,279. 82	(1,053,499. 41)	223,219. 59
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OTHER FINANCING SOURCES & USES						
OTHER FINANCING SOURCES						
100-00-0000-39-1204	TRANSFER FROM CAPITAL FUND	-	-	16,970. 00	-	(16,970. 00)
100-00-0000-39-2000	PROCEEDS OF DISPOSITION OF FIX	-	-	1,500. 00	-	(1,500. 00)
TOTAL OTHER FINANCING SOURCES		-	-	18,470. 00	-	(18,470. 00)

AMENDMENT PROPOSED	AMENDED BUDGET
	10,387,312.00
	2,158,666.00
	181,800.00
	303,000.00
	40,400.00
	538.00
	6,619,464.00
	998,225.00
	1,813.00
	56,677.00
	223.00
	36,685.00
	1,590,541.00
	96,778.00
	140,101.00
	59,497.00
316.80	478.80
83,666.21	133,094.21
	484,800.00
	8,131,200.00
	2,300,071.00
	37,100.00
246,537.94	2,156,972.94
	303,000.00
	9,276.00
330,520.95	36,227,712.95
	121,200.00
	70,922.00
	58,680.00
	220,681.00
	24,367.00
	475,283.00
	31,963.00
930.05	1,341.05

	2,682.00
930.05	1,007,119.05
	178,639.00
	50,500.00
-	229,139.00
	5,101.00
	19,185.00
20.00	20.00
10,685.44	388,034.44
	100,000.00
	26,153.00
	4,303.00
	2,551.00
8,857.00	50,142.00
	11,317.00
	8,529.00
	7,156.00
	4,183.00
	60,956.00
	2,870.00
	3,288.00
	2,404.00
21,285.00	41,485.00
	6,060.00
	2,940.00
	19,690.00
	6,544.00
	63,848.00
14,470.00	23,888.00
	8,075.00
	6,060.00
	5,050.00
	5,050.00
	205.00
	3,030.00
55,317.44	888,117.44

	2,641,000.00
186,451.21	1,056,451.21
	11,856.00
	325,000.00
186,451.21	4,034,307.21
	234,463.00
-	234,463.00
1,479.00	9,951.00
3,410.00	3,410.00
4,889.00	13,361.00
	5,713.00
	409.00
	1,212,750.00
	8,585.00
33,141.65	252,980.65
8,093.03	8,093.03
12,952.39	335,402.39
54,187.07	1,823,933.07
632,295.72	44,458,152.72

AMENDMENT PROPOSED	AMENDED BUDGET
	133,000.00
	79,500.00
	8,246.00
	1,929.00
	8,100.00
	-
-	230,775.00
	62,400.00
	6,875.00
	4,875.00
	13,750.00
	1,900.00
	17,000.00
	8,450.00
	8,450.00
	12,550.00
	2,450.00
	8,450.00
	5,000.00
	4,000.00
	4,500.00
	5,000.00
	4,000.00
	4,000.00
	15,000.00
	40,000.00

AMENDMENT PROPOSED	AMENDED BUDGET
	681,588.00
	31,400.00
	160,476.00
	52,240.00
	12,218.00
	52,853.00

2,416.57	2,416.57
	20,000.00

2,416.57	1,013,191.57
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	169,600.00
	5,000.00
	1,200.00
	5,000.00
	35,000.00
	10,000.00
748.13	11,248.13
	5,000.00
	8,000.00
	26,800.00
	20,000.00
	25,000.00

748.13	321,848.13
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	15,000.00
	35,200.00
	5,000.00

-	55,200.00
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3,164.70	1,390,239.70
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AMENDMENT PROPOSED	AMENDED BUDGET
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	860,932.00
386.36	386.36
	126,739.00
	53,378.00
	12,484.00
	52,431.00
	80,000.00
	30,000.00
	20,000.00
9,128.00	39,128.00
	4,000.00
9,514.36	1,279,478.36
33,050.00	110,050.00
	100,000.00
	350,000.00
27,552.27	127,552.27
60.00	60.00
	216,000.00
	80,000.00
	4,460.00
	145,750.00
-	34,250.00
9,811.42	10,351.42
16,178.06	16,178.06
	17,000.00
	2,500.00
	12,000.00
	6,585.00
	39,815.00
27,923.14	36,523.14
114,574.89	1,309,074.89
777.02	8,777.02
	12,000.00
	45,000.00
2,009.18	17,009.18
	3,000.00
1,471.95	26,471.95

4,258.15	112,258.15
	60,000.00
-	60,000.00
	382,302.00
	200,000.00
-	582,302.00
	1,212,750.00
-	1,212,750.00
128,347.40	4,555,863.40

AMENDMENT PROPOSED	AMENDED BUDGET
	317,616.00
306.64	306.64
2,745.88	48,745.88

AMENDMENT PROPOSED	AMENDED BUDGET
	365,987.00
1,036.17	1,036.17
	81,100.00
	22,691.00
	5,307.00
	22,289.00
	1,000.00
1,036.17	499,410.17
14,139.72	14,139.72
	500.00
	74,000.00
	753,000.00
	1,000.00
	2,000.00
14,139.72	844,639.72
	1,500.00
	3,000.00
	640,000.00
-	644,500.00
15,175.89	1,988,549.89

AMENDMENT PROPOSED	AMENDED BUDGET
	552,000.00
	100.00
1,090.52	60,090.52
	34,224.00
	8,236.00
	32,967.00
	25,650.00
3,139.08	53,139.08
4,229.60	766,406.60
	25,000.00
706.46	706.46
	1,000.00
	250.00
	2,300.00
	2,250.00
	7,700.00
	2,500.00
	10,500.00
706.46	52,206.46
	8,000.00
	6,500.00
	20,000.00
	6,000.00
-	40,500.00

4,936.06	859,113.06

AMENDMENT PROPOSED	AMENDED BUDGET
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	292,864.00
	76,700.00
	18,158.00
	4,247.00
	17,835.00
	1,000.00
-	410,804.00

	5,000.00
	2,000.00
188.52	1,688.52
47.29	1,547.29
	3,000.00
	4,000.00
	500.00
235.81	17,735.81

	3,500.00
	2,000.00
	500.00

-	6,000.00
235.81	434,539.81

AMENDMENT PROPOSED	AMENDED BUDGET
468.29	311,543.00
	2,468.29
	72,800.00
	19,316.00
	4,517.00
	18,973.00
619.28	8,619.28
1,087.57	438,236.57
14,727.85	47,400.00
	1,000.00
	342,727.85
	4,000.00
	12,500.00
	-
	500.00
576.00	1,076.00
15,303.85	409,203.85

1,800.00
13,000.00
5,500.00

	10,000.00
	515,000.00
	2,000.00
	7,000.00
-	554,300.00
16,391.42	1,401,740.42

AMENDMENT PROPOSED	AMENDED BUDGET
	6,563,181.00
	250,000.00
	2,140,500.00
	416,217.00
	97,341.00
	408,833.00
878.00	878.00
	60,000.00
-	90,000.00
	7,500.00
878.00	10,034,450.00

42,500.00
5,000.00
102,500.00
5,000.00
75,000.00

	20,000.00
3,645.02	73,645.02
	120,000.00
	500.00
	9,000.00
	2,000.00
	5,000.00
	7,000.00
	29,000.00
	5,000.00
3,645.02	501,145.02
	13,500.00
	14,000.00
	14,000.00
	9,000.00
125.38	6,125.38
9,015.47	49,015.47
	3,000.00
2,955.64	2,955.64
	90,000.00
	1,500.00
	9,000.00
	5,000.00
	23,000.00
	15,000.00
	10,000.00
	34,000.00
	17,500.00
	45,000.00
12,096.49	361,596.49
16,619.51	10,897,191.51

AMENDMENT PROPOSED	AMENDED BUDGET
	819,208.00
	85,000.00
	287,500.00
	50,791.00
	11,879.00
	49,890.00
-	1,304,268.00
	1,000.00
	2,000.00
-	3,000.00
26.94	1,826.94
	1,500.00
26.94	3,326.94
26.94	1,310,594.94

AMENDMENT PROPOSED	AMENDED BUDGET
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	1,883,907.00
10,673.84	10,673.84
	313,300.00
	126,102.00
	29,492.00
	123,865.00
	8,000.00
1,112.92	1,112.92
437.09	1,437.09

12,223.85	2,497,889.85
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	25,000.00
3,115.53	3,115.53
	5,000.00
	15,000.00
	584.00
	6,000.00
196.18	196.18
945.98	4,445.98
639.57	5,055.57
	6,000.00

4,897.26	70,397.26
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	6,200.00
	18,000.00
	70,000.00
	35,000.00
	9,000.00
42,219.32	72,219.32
	8,000.00
	2,000.00
	25,000.00
	77,500.00
	15,000.00
	6,000.00
	12,000.00
	165,000.00

	15,000.00
42,219.32	535,919.32
59,340.43	3,104,206.43

AMENDMENT PROPOSED	AMENDED BUDGET
	2,038,095.00
	30,000.00
	556,700.00
	132,562.00
	31,002.00
	130,210.00
	20,000.00
7,374.57	7,374.57
	4,000.00
7,374.57	2,949,943.57

	7,500.00
	55,000.00
	50,000.00
	500.00
	7,000.00
681.94	681.94
	1,000.00
	1,000.00
	6,000.00
	6,000.00
6,578.11	6,578.11

7,260.05	141,260.05
	2,000.00
	3,500.00
	4,500.00
	4,500.00
19,029.05	126,029.05
	12,000.00
	-
48,104.72	58,104.72
	25,000.00
	8,000.00
	15,000.00
	425,000.00
	15,000.00
67,133.77	698,633.77
81,768.39	3,789,837.39

AMENDMENT PROPOSED	AMENDED BUDGET
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	5,000.00
	5,000.00

	20,000.00
	20,000.00
	44,000.00
-	94,000.00
-	94,000.00

AMENDMENT PROPOSED	AMENDED BUDGET
	425,500.00
	1,000.00
	125,300.00
	26,381.00
	6,170.00
	25,913.00
151.94	3,351.94
	1,000.00
151.94	614,615.94

112,000.00
 220,000.00
 1,000.00
 1,300.00
 10,500.00
 3,000.00
 3,000.00
 8,000.00
 10,000.00
 43,550.00
 15,000.00

	10,000.00
-	437,350.00
	4,000.00
2,530.48	2,530.48
	7,000.00
1,133.52	1,133.52
1,812.09	1,812.09
12,127.45	12,127.45
17,603.54	28,603.54
17,755.48	1,080,569.48

AMENDMENT PROPOSED	AMENDED BUDGET
	116,420.00
1,222.67	1,222.67
	16,407.00
	7,218.00
	1,688.00
	7,090.00
1,222.67	150,045.67

500.00

	1,200.00
	1,000.00
	1,000.00
-	3,700.00
	2,000.00
	1,000.00
-	3,000.00
1,222.67	156,745.67

AMENDMENT PROPOSED	AMENDED BUDGET
	557,900.00
	2,000.00
	142,100.00
	34,590.00
	8,090.00
	33,976.00
	2,400.00
	1,000.00
-	782,056.00
	6,000.00
	1,500.00
	11,000.00

	1,000.00
	5,000.00
	1,000.00
	5,000.00
-	30,500.00
	4,000.00
	5,000.00
	4,000.00
	6,000.00
-	19,000.00
-	831,556.00

AMENDMENT PROPOSED	AMENDED BUDGET
	817,860.00
1,451.57	51,451.57
20,312.99	199,312.99
	50,707.00
	11,859.00
	49,808.00
	11,500.00
	64,000.00
21,764.56	1,256,498.56

	16,000.00
	8,500.00
	21,000.00
	10,000.00
	24,000.00
	1,000.00
-	80,500.00
	30,000.00
	90,000.00
-	120,000.00
21,764.56	1,456,998.56

AMENDMENT PROPOSED	AMENDED BUDGET
	4,661,255.00
	350,000.00
	1,382,000.00
	298,298.00
	69,763.00
	293,005.00
	27,000.00
-	20,000.00
	8,200.00
-	7,109,521.00

	140,300.00
	300.00
	30,000.00
	53,000.00
	20,000.00
	20,000.00
	94,000.00
	71,000.00
	300.00
	25,000.00
	5,000.00
	10,000.00
	30,000.00
	15,000.00
	5,000.00

-	518,900.00

	7,500.00
	14,000.00
	15,000.00
	5,000.00
	150,000.00
10,588.63	10,588.63
11,329.77	11,329.77
46,060.02	46,060.02
	125,000.00
	2,000.00
	5,000.00
	200,000.00

67,978.42	591,478.42

	33,794.00
	1,075.00

-	34,869.00

67,978.42	8,254,768.42
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AMENDMENT PROPOSED	AMENDED BUDGET
	90,517.00
	5,612.00
	1,313.00
	5,512.00
-	102,954.00
	4,000.00
-	4,000.00
	3,500.00
	3,500.00
-	7,000.00
-	113,954.00
437,780.20	44,263,641.20

194,515.52	194,511.52

16,970.00	16,970.00
1,500.00	1,500.00

18,470.00	18,470.00
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